

LEMOORE

CALIFORNIA

**JOINT LEMOORE CITY COUNCIL
AND LEMOORE REDEVELOPMENT
SUCCESSOR AGENCY MEETING**

**COUNCIL CHAMBER
429 C STREET, LEMOORE, CA**

June 27, 2023

5:30 P.M.

SPECIAL MEETING AGENDA

Please silence all electronic devices as a courtesy to those in attendance. Thank you.

Items denoted with a ★ are Redevelopment Successor Agency items and will be acted upon by the Redevelopment Successor Agency Board.

- a. CALL TO ORDER**
- b. INVOCATION**
- c. PLEDGE OF ALLEGIANCE**
- d. ROLL CALL**
- e. AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS**

1 – STUDY SESSION

No Study Session.

PUBLIC COMMENT

Public comment will be in accordance with the attached policy. This time is reserved for members of the audience to address the City Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council. It is recommended that speakers limit their comments to three (3) minutes each and it is requested that no comments be made during this period on items on the Agenda. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Prior to addressing the Council, any handouts for Council will be provided to the City Clerk for distribution to the Council and appropriate staff. The public will have an opportunity to comment on items on the agenda once the item has been called and the Mayor opens the item to the public.

2 – CEREMONIAL / PRESENTATION

No Ceremonies or Presentations.

3 – DEPARTMENT AND CITY MANAGER REPORTS

3-1 Department & City Manager Reports

4 – CONSENT CALENDAR

Items considered routine in nature are placed on the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Council member or member of the public requests individual consideration.

- 4-1 Approval – Authorized Agents for California OES
- 4-2 Approval – Contract for Financial Consulting Services with Price Paige and Company for Fiscal Year 2023-2024
- 4-3 Approval – Side Letter #2 between the City of Lemoore and the General Association of Service Employees (GASE) Bargaining Unity for MOU 2022
- 4-4 Approval – Side Letter #2 between the City of Lemoore and the Lemoore Police Sergeants Unit (LPSU) for MOU 2022

- 4-5 Approval – Side Letter #2 between the City of Lemoore and the Lemoore Police Officers Association (LPOA) Bargaining Unity for MOU 2022
- 4-6 Approval – Side Letter #2 between the City of Lemoore and the Lemoore Police Professional Services Bargaining Unity (PPSBU) for MOU 2022
- ★ 4-7 Approval – Potential Sale of Property located on the Northwest corner of Heinlen and D Streets, APN 020-0574-025 – 309 Heinlen Street (Antler Hotel)

5 – PUBLIC HEARINGS

Report, discussion and/or other Council action will be taken.

- 5-1 Public Hearing – Resolution 2023-18 – Adopting the Budget for Fiscal Year July 1, 2023 to June 30, 2024, Providing for the Appropriation and Expenditure of all Sums Set Forth in said Budget, Providing for the Transfers and Additional Appropriations and Repealing all Resolutions and Parts of Resolutions in Conflict Herewith (Speer)

6 – NEW BUSINESS

Report, discussion and/or other Council action will be taken.

- 6-1 Approval – Resolution 2023-19 – Authorizing a Continuing Budget Resolution to Commence on July 1, 2023 and to end on July 18, 2023, Pending the Adoption of a 2023-2024 Fiscal Year City Budget (Speer)
- 6-2 Approval – Resolution 2023-20 – Intention to Levy and Collect the Annual Assessments within Landscape and Lighting Maintenance District No. 1 (LLMD) Zones 1 through 13 and Resolution 2023-21 – Intention to Levy and Collect the Annual Assessments within Public Facilities Maintenance District No. 1 (PFMD) Zones 1 through 10 (Reeder)

7 – BRIEF CITY COUNCIL REPORTS AND REQUESTS

- 7-1 City Council Reports / Requests

CLOSED SESSION

- 1. Government Code Section 54957
Public Employee Performance Evaluation – City Manager

CLOSED SESSION REPORT

ADJOURNMENT

Upcoming Council Meetings

- City Council Regular Meeting, Tuesday, July 4, 2023 – Cancelled
- City Council Regular Meeting, Tuesday, July 18, 2023

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting at the Council Chamber, 429 C Street and the Cinnamon Municipal Complex, 711 W. Cinnamon Drive. Written communications from the public for the agenda must be received by the City Clerk's Office no less than seven (7) days prior to the meeting date. The City of Lemoore complies with the Americans with Disabilities Act (ADA of 1990). The Council Chamber is accessible to the physically disabled. Should you need special assistance, please call (559) 924-6744, at least 4 business days prior to the meeting.

PUBLIC NOTIFICATION

I, Marisa Avalos, City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above City Council Agenda for the Special meeting of June 27, 2023, at Council Chamber, 429 C Street and Cinnamon Municipal Complex, 711 W. Cinnamon Drive, Lemoore, CA on June 23, 2023.

//s//

Marisa Avalos, City Clerk



CITY COUNCIL SPECIAL MEETING JUNE 27, 2023 @ 5:30 p.m.

The City Council will hold its public meetings in person, with a virtual option for public participation based on availability. The City of Lemoore utilizes Zoom teleconferencing technology for virtual public participation; however, the City makes no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of the public through this means is at their own risk. (Zoom teleconferencing/attendance may not be available at all meetings.)

The meeting may be viewed through the following Zoom Meeting:

- Please click the link below to join the webinar:
- <https://us06web.zoom.us/j/87585966110?pwd=aDRGT09FYlpaFRMckZYSHdEaE1iUT09>
- Meeting ID: 875 8596 6110
- Passcode: 468321
- Phone: +1 669 900 6833

If you wish to make a general public comment or public comment on a particular item on the agenda, **participants may do so via Zoom during the meeting** or by **submitting public comments by e-mail to: cityclerk@lemoore.com**. In the subject line of the e-mail, please state your name and the item you are commenting on. If you wish to submit a public comment on more than one agenda item, please send a separate e-mail for each item you are commenting on. Please be aware that written public comments, including your name, may become public information. Additional requirements for submitting public comments by e-mail are provided below.

General Public Comments & Comments on City Council Business Items

For general public comments and comments regarding specific City Council Business Items, public comments can be made via Zoom during the meeting or all public comments must be received by e-mail no later than 5:00 p.m. the day of the meeting. Comments received by this time will be read aloud by a staff member during the applicable agenda item, provided that such comments may be read within the normal three (3) minutes allotted to each speaker. Any portion of your comment extending past three (3) minutes may not be read aloud due to time restrictions. If a general public comment or comment on a business item is received after 5:00 p.m., efforts will be made to read your comment into the record. However, staff cannot guarantee that written comments received after 5:00 p.m. will be read. All written comments that are not read into the record will be made part of the meeting minutes, provided that such comments are received prior to the end of the City Council meeting.

Public Hearings

For public comment on a public hearing, all public comments must be received by the close of the public hearing period. All comments received by the close of the public hearing period will be read aloud by a staff member during the applicable agenda item, provided that such comments may be read within the normal three (3) minutes allotted to each speaker. Any portion of your comment extending past three (3) minutes may not be read aloud due to time restrictions. If a comment on a public hearing item is received after the close of the public hearing, such comment will be made part of the meeting minutes, provided that such comment is received prior to the end of the meeting.

PLEASE BE AWARE THAT ANY PUBLIC COMMENTS RECEIVED THAT DO NOT SPECIFY A PARTICULAR AGENDA ITEM WILL BE READ ALOUD DURING THE GENERAL PUBLIC COMMENT PORTION OF THE AGENDA.



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Staff Report

Item No: 4-1

To: Lemoore City Council
From: Frank Rivera, Public Works Director
Date: June 14, 2023 **Meeting Date:** June 27, 2023
Subject: Authorized Agents for California OES

Strategic Initiative:

- | | |
|-------------------------------------------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input checked="" type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approval of Authorized Agents on behalf of the City with California Office of Emergency Services.

Subject/Discussion:

In an attempt to apply for emergency state funding, a state OES-FPD-130 form needs to be completed. The OES-FPD-130 form is a Designation of Applicant's Agent Resolution Non-State Agencies. This form appoints Authorized Agents of the City to allow these individuals to sign documents required by the state to receive funding in the event of a declared disaster.

Staff recommends appointing City Manager Nathan Olson and Assistant City Manager Michelle Speer as Authorized Agents of the City. If approved, the attached OES-FPD-130 form will be filed with the State Office of Emergency Services and effective up to three years.

Financial Consideration (s):

None.

Alternatives or Pros/Cons:

Alternative: Council could reject the request which would result in not being eligible to apply for state disaster relief funds.

Commission/Board Recommendation:

N/A

Staff Recommendation:

Staff recommends Council approve the request for Nathan Olson and Michelle Speer to be Authorized Agents.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other

Review:

- ☐ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☐ City Manager
- ☐ Finance

Date:

6/23/2023
6/23/2023



Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____,
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA),** under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the _____, a public entity established under the
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- ☐ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this ____ day of _____, 20 ____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and
(Name of Applicant)

correct copy of a resolution passed and approved by the _____
(Governing Body)

of the _____ on the _____ day of _____, 20 ____.
(Name of Applicant)

(Signature)

(Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



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Staff Report

Item No: 4-2

To: Lemoore City Council

From: Michelle Speer, Assistant City Manager/Administrative Services Dir.

Date: June 14, 2022

Meeting Date: June 27, 2023

Subject: Contract for Financial Consulting Services with Price Paige and Company for Fiscal Year 2023-2024

Strategic Initiative:

- | | |
|---------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input checked="" type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approve the agreement with Price Paige and Company for financial consulting services for fiscal year 2023-2024, and authorize the City Manager, or designee, to execute contract documents.

Subject/Discussion:

Since July of 2019, the City has been working with Price Paige and Company to review current policies and procedures and implement best practices. The financial consultant has been a critical part of the City's efforts to solidify financial practices regarding internal processes, as well as adhering to governmental accounting standards.

City staff and Price Paige have built a strong partnership, ensuring that public funds are accounted for in the most appropriate manner. Our partnership has resulted in a reduction of audit findings and stronger internal controls.

Staff is recommending that City Council continue the partnership with Price Paige and Company and approve a contract for the following tasks:

1) Assist the City in the year-end close of its financial records for the year ending June 30, 2023 by performing reconciliations of certain balance sheet and income statement balances, as listed on the attached schedule.

2) Prepare the City's financial statements for the year ending June 30, 2023.

3) Serve as a liaison with the City's external auditors for any inquiries directly related to certain balance sheet and income statement balances, as listed on the attached schedule for the year ending June 30, 2023.

4) Provide the City with additional consultation, including training of accounting personnel, as agreed-upon with City management. The scope, timing and extent of the additional consultation will be discussed prior to the commencement of any work.

5) Prepare the annual reports of financial transactions for the City for the year ended June 30, 2023.

The use of financial consulting will reduce the cost of the annual audit, will provide for necessary review of current practices to ensure compliance with state and federal standards, will help to establish best practices, and will provide a foundation for continued financial practices in the future.

Financial Consideration(s):

The cost of financial consulting for Fiscal Year 2023-2024 is \$115,650. This is funded through the general fund and is included in the FY 2024 budget.

Alternatives or Pros/Cons:

Pros:

- Completion of year-end closing of the City's financials
- Preparation of financial statements necessary for the annual audit
- Review and development of internal practices
- Compliance with governmental accounting best practices
- Training and consultation for finance staff

Cons:

- None noted

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends approval of the contract with Price Paige and Company for financial consulting services for year ending June 30, 2023.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other
List: Agreement

Review:

- ☐ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☐ City Manager
- ☐ Finance

Date:

6/23/2023
6/23/2023



April 12, 2023

Mr. Nathan Olson, City Manager
City of Lemoore
711 W. Cinnamon Drive
Lemoore, California 93245

Dear Mr. Olson:

This letter confirms the engagement of Price Paige & Company by the City of Lemoore (the City) during the year ending June 30, 2024.

The professional consulting services we currently expect to provide include the following:

- 1) We will assist the City in the year-end close of its financial records for the year ending June 30, 2023 by performing reconciliations of certain balance sheet and income statement balances, as listed on the attached schedule.
- 2) We will prepare the City's financial statements for the year ending June 30, 2023.
- 3) We will serve as a liaison with the City's external auditors for any inquiries directly related to certain balance sheet and income statement balances, as listed on the attached schedule for the year ending June 30, 2023.
- 4) We will prepare the City's State Controller's Reports for the City for the year ended June 30, 2023.
- 5) We will prepare the Successor Agency's 21-22 Prior Period Adjustment (PPA) and 24-25 Recognized Payment Obligation Schedule (ROPS)
- 6) We will provide the City with additional consultation, including training of accounting personnel, as agreed-upon with City management. The scope, timing and extent of the additional consultation will be discussed prior to the commencement of any work.

All workpapers or other documents used by us during this engagement will be maintained in segregated files, and such originals and all copies will be returned to you upon the completion of our engagement.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to the City, we may communicate by facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the City may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as providers of tax return preparation and document management software. In using these data communication and storage methods, our firm employs measures designed to maintain data

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tel 559.299.9540
fax 559.299.2344

security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees and Other

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

It is our policy to keep records related to this engagement for a minimum of seven years after the report release date.

Our fees for the above services during the year ending June 30, 2024 will be as follows:

Consulting Services, as listed in items 1-3	\$ 77,000
City's State Controller's Reports, as listed in item 4	6,500
Prepare Successor Agency's Reports, as listed in item 5	7,150
Additional Consulting, as listed in item 6 (hourly, not to exceed)	<u>25,000</u>
Total	<u>\$115,650</u>

Our fees are based on expected hours required to perform the service at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your consulting engagement. Our billing rates are reviewed annually and, where appropriate, adjusted for any increases due to inflation and other factors. We will issue a monthly billing statement for the work completed in that month. Payments for services are due when rendered and interim billings may be submitted as work progresses and expenses are incurred. Our fee estimate is based on anticipated cooperation from your personnel and assumption that unexpected circumstances will not be encountered during the services listed in Exhibit A. If significant time is necessary, we will discuss it with you before we incur additional costs. The fees for these services will be billed at the hourly billing rate for the individual involved, plus out-of-pocket expenses.

If any dispute pertaining to our work product arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

All work will be suspended if your account becomes 90 days past due. No work will be resumed until your account is fully paid. You acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this

engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

If information becomes known that would make our continued involvement in this engagement inappropriate, or parties involved change, we reserve the right to withdraw from this engagement. In addition, we will refuse to perform any requested act that we deem a violation of law, public policy, or our professional ethical standards, and may, as a result, withdraw from the engagement without penalty.

In no event will our firm be liable for incidental or consequential damages resulting from our performance on this engagement, even if we have been advised of the possibility of such damages.

If these terms are in accordance with your understanding and meet with your approval, please return a signed copy via email or regular mail at your earliest convenience. This agreement will become effective when you return the signed copy to us.

If the need for additional services arises, our agreement with you will need to be revised. It is customary for us to describe these revisions in an addendum to this letter.

Sincerely,



Joshua Giosa, CPA
Price Paige & Company

- - - - -

RESPONSE:

This letter correctly sets forth the understanding of the **City of Lemoore, California**.

<i>Management Signature</i>	<i>Title</i>	<i>Date</i>
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Exhibit A

We will assist the City in the year-end close of its financial records for the year ending June 30, 2022 by performing reconciliations of balance sheet and income statement balances for the following audit areas:

- 1) Cash and Investments
- 2) Governmental Receivables
- 3) Loans Receivables
- 4) Interfund Advances and Due to/Due From Balances
- 5) Capital Assets
- 6) Accounts Payable
- 7) Payroll Liabilities, including Compensated Absences
- 8) Long-term Liabilities and Trustee Statement Reconciliations
- 9) Net Pension Liability and related Deferred Inflows and Outflows of Resources
- 10) Fund Balance and Net Position
- 11) Grant Reconciliation and Schedule of Expenditure of Federal Awards
- 12) Restricted Revenues from Donations (Formerly Considered Deposits)
- 13) Transfers In/Out
- 14) Overhead Allocations



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Staff Report

Item No: 4-3

To: Lemoore City Council
From: Michelle Speer, Assistant City Manager/Admin. Services Director
Date: June 7, 2023 **Meeting Date:** June 27, 2023
Subject: Side Letter #2 Agreement between the City of Lemoore and the General Association of Service Employees (GASE) Bargaining Unit for MOU 2022

- | | |
|--------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approve the Side Letter #2 Agreement between the City of Lemoore and the General Association of Service Employees (GASE) Bargaining Unit.

Subject/Discussion:

Side Letter #2 will be provided at the City Council meeting as a handout.

Financial Consideration(s):

None.

Pros/Cons:

None noted.

Recommendation:

Staff recommends approval of Side Letter #2 Agreement between the City of Lemoore and the General Association of Service Employees (GASE) Bargaining Unit.

Attachments:

- ☐ Resolution:
 - ☐ Ordinance:
 - ☐ Map
 - ☒ Contract
 - ☐ Other
- List:

Review:

- ☐ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☐ City Manager
- ☐ Finance

Date:

6/23/2023

6/23/2023

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LEMOORE**

&

THE LEMOORE GENERAL ASSOCIATIONS OF SERVICE EMPLOYMENT UNIT

JULY 1, 2021 – JUNE 30, 2022

The Representatives of the City of Lemoore, hereinafter the CITY, and the Representatives of the Lemoore General Association of Service Employees, hereinafter GASE, having met and conferred in good faith, hereby mutually agree to recommend to the City Council of the City of Lemoore and the General Membership of the GASE group, that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours, and other terms and conditions herein be implemented.

1. RECOGNITION

Under the terms of the Personnel System Guidelines, the City of Lemoore formally recognizes the General Association of Service Employees as the exclusive recognized employee organization for the General Service Unit.

2. PURPOSE

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation and understanding between the City and the Employees covered herein and to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise regarding wages, hours, and other terms and conditions of employment.

3. NON-DISCRIMINATION

Both the City and the Union agree that they shall not discriminate against any employee on the basis of age, race, gender, creed, color, national origin, sexual orientation, ancestry, or any other protected class under applicable law. Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of the rights to engage or not engage in lawful Union activity.

4. DUES DEDUCTION

It is agreed that Union dues and other deductions, as may be properly requested, and lawfully permitted, shall be deducted in accordance with the provisions of applicable State law on a bi-weekly basis (24 times per year) by City from the salary of each employee within the unit who files with the City a written authorization requesting the deductions be made. Remittance of the aggregate amount of all Union deductions made from salaries of employees within the unit shall normally be made to the Union by City within seven (7) business days of the last pay day of the month. It is agreed that the City assumes no liability for any actions taken pursuant to this section, and in accordance with Government Code section 1157.12, the Union agrees to indemnify and hold harmless the City from all claims, demands, suits or other forms of liability that may arise against City for or on account of any deduction made from the wages of such employees pursuant to this MOU.

5. EMPLOYEE RIGHTS

- A. Employees shall have the right to join and participate, or to refuse, in any employee organization and shall have the right to represent themselves in their employment relations with the City. Pursuant to the

U.S. Supreme Court's decision in *Janus v. AFSCME* (2018) 138 S.Ct. 2448, employees who exercise such right of refusal or self-representation shall not have any union dues or union-related fees deducted from their salary.

- B. No person, in the City or Union, shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee or group of employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining in accordance with the Meyers-Milius-Brown Act, or in the free exercise of any other right under this MOU.
- C. The provisions of this MOU shall be applied equally to all employees without discrimination as to political affiliation, race, religious creed, color, national origin, ancestry, sex, marital status, sexual orientation, age, medical condition or physical disability, or any other protected class under applicable law.
- D. Any reference in this document to gender is to be construed as applying all employees regardless of gender.
- E. No person shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee in the free and lawful exercise of their right of free speech except when acting as an agent or employee of the City, where the employee's actions or speech is reasonably likely to result in disruption to the efficient operation of the City's government functions, or as otherwise authorized by applicable law.

6. **SALARIES**

Lemoore General Association of Service Employees Unit shall be paid in accordance with the City Council approved salary schedule.

A. **Certificate Pay:**

City provides premium pay for possession of the following certificates and/or licenses, effective July 1, 2008:

- | | | |
|----|----------------------------------------------------------------------------|------|
| 1. | California Class B Driver's License | 3% |
| 2. | California Contractor's License | 5% |
| 3. | Completion of Apprenticeship in "union trades" (max. of 2 from this group) | |
| | a. Electrician | 2% |
| | b. Plumber | 2% |
| | c. HVAC | 2% |
| | d. Carpenter | 2% |
| 7. | ASE Certified Mechanic | 5% |
| 8. | Fluency in Spanish | 1.5% |

In order to receive the certificate pay listed above, which will be calculated on the base pay schedule and before any educational incentive is applied, the following conditions must be met:

1. The City will cease paying for any of the training or testing, or travel expenses, except where the training may be reimbursable through the *Tuition Reimbursement Program* in effect as per the Personnel Guidelines.
2. Training and testing required to maintain Water Treatment Certification will be paid by the City, in which the City will be responsible for making all funding arrangements. Employees will be required to attend educational opportunities as directed by the City, and pass all tests. Retesting for any reason will be the sole financial responsibility of the employee.
3. Any combination of Certificate Pay (items 1 through 11 above) may not exceed 10%. However, College Degree Incentives described in section 16.B will be paid in addition to certificate pay, regardless of total. Both will be calculated on the base pay and not cumulative.
4. The Certificate/License must be applicable to the current job/assignment of the employee. For example, the City will not compensate an Account Clerk for a Class B license, and likewise will not compensate a maintenance worker in the refuse department for a mechanic certification.
5. The Certificate/License must be valid. If the license/certificate lapses, the premium pay will terminate until the certificate or license is renewed/reactivated, and evidence of the renewal is provided to the City.
6. The Certificate/License (or official proof thereof) must be in the possession of the employee and a copy provided to the City to keep on record before the premium can be paid.
7. Spanish Language Fluency will be tested and/or verified in a manner to be determined by the City.
8. Additional Premium Pay Certificates may only be added to the list by formal amendment to the Memorandum of Understanding.

B. Out-of-Class Pay:

The provisions of this section outline the circumstances when an employee will receive compensation for the performance of duties in a higher classification than they normally perform. The following criteria must be met:

1. The performance of the duties of the higher classification must encompass the full range of responsibilities of the higher classification.
2. The performance of such duties must be for an extended period of time, wherein a need exists to fulfill the duties and responsibilities of the vacant position. An extended period of time is generally considered as an assumption of duties and responsibilities that will last in excess of two (2) weeks.
3. Out-of-Class compensation shall be allowed only after written recommendation of the Department Head and concurrence by Human Resources with approval by the City Manager. Recommendation and designation shall be accomplished prior to the assumption of higher classification responsibilities.
4. Out-of-Class pay shall only be authorized for those individuals whom are working out of class while the City actively recruits for a permanent vacancy, and all other provisions of CalPERS Circular 200-021-18.

5. Rate of pay will be the greater of 5% above the employee's regular pay rate or the minimum (Step 1) of the higher position's pay range.
6. Personnel Action Forms are required in advance to document change in pay rate for the duration of the assignment.
7. Under this provision, out of class pay will be paid retroactively beginning day 1, upon approval of the out of class pay by the City Manager.
8. When the assignment is complete, the employee's salary shall be readjusted to its previous level. The employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

C. **Salary Step Increase – Merit:**

It is understood and agreed that salary movement throughout the 6-step salary range is dependent upon merit. This is consistent with the rules for administration of the City's compensation plan and means that employees must not only complete the necessary amount of time at a given step but must also be performing satisfactorily at the time of the required performance review.

7. **RETIREMENT**

Classic Members - Employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as "new members" to CalPERS by the Pension Reform Act of 2013, are eligible to participate in the CalPERS retirement system under the conditions set forth by the 2% at 55 Miscellaneous Plan. The City will continue to pay, for the terms of this MOU, 100% of the employer contribution and 3% of the employee contribution to PERS

- A. New Members Employees hired on or after January 1, 2013 and designated as "new members" to CalPERS are eligible to participate in the CalPERS retirement system under the conditions set forth by the 2% at 62 Miscellaneous Plan. These employees pay the entire employee contribution rate reviewed and set annually by CalPERS, currently at 6.25% of salary.

8. **HEALTH INSURANCE**

- A. The City's contribution to the employees' health benefits covered by the City's health insurance plan will equal up to \$1710.00 monthly for each employee for covered plan year 2022. The benefit shall remain \$1625.00 monthly for the 2021 covered plan year. Any health benefit coverage the employee chooses from the health insurance plan which the City's contribution does not cover will be the employee's responsibility. The employee may use his or her Flexible Spending benefits, if she or he has elected such benefits, to pay for any premium cost above the City's contribution. If the employee elects health benefit coverage that costs less than the City's maximum contribution, the City will not pay the difference between the employee's premium costs and the City's maximum contribution. Health insurance costs will be deducted bi-weekly (24 times per year) from the employee's gross paycheck.
- B. Employees who take PERS retirement within 120 days of retiring from the City of Lemoore may continue to be covered by the same health insurance program and provisions as active employees. Premiums will be paid 100% by the retired employee. This coverage shall cease when either the retired employee reaches age 65 or stops making premium payments, whichever comes first.

C. **Health and Benefits Committee:**

1. The City and the Union agree to continue using the Health Benefits Committee for the review of benefits plans and to formulate recommendations regarding changes in those programs.
2. The City agrees that the Union may designate one committee member to represent the interests of the Union.
3. The Union representative will be responsible for notifying the City and the Health Benefits Committee, in the event the Union does not agree with a committee recommendation.
4. Unless the Union representative notifies the City of a disagreement, per section 3 above, the parties agree that the Committee process will fulfill all meet and confer obligations.

D. Health Opt-Out Benefit :

The City no longer provide health opt-out benefits to new employees or to those who do not currently receive the health opt-out benefit. Currently, will be defined as those employees receiving the health opt-out benefits as of October 15, 2017. Employees who currently receive the health opt-out benefit, can continue to receive it until they are no longer employed by the City or if they choose to receive health insurance. Health opt-out benefits payments shall remain at the same rate of \$359.52, regardless of increase in health insurance benefits or contributions by the City for health insurance.

9. STATE DISABILITY INSURANCE (SDI)

The City agrees to continue to pay the SDI premium on behalf of the employee.

10. HOLIDAYS

A. Designated Holidays for general employees are as follows:

New Year's Day	Martin Luther King, Jr. Day
Presidents' Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving Day	Christmas Eve Day
Christmas Day	New Year's Eve Day

Floating Holiday are explained further in section 9.C.

B. Holiday Pay

Any employee required to work on any of the Holidays identified in Section 9.A above, excluding Floating Holidays, will receive Holiday Pay. Holiday Pay is defined as a premium pay computed at the rate of 1 1/2 hours pay for every hour worked in addition to regular pay received.

C. Floating Holidays

- a. Employees shall earn 40 hours of floating holiday each fiscal year.
- b. The Floating Holiday will be accrued by all regular employees as of the first day of each Fiscal Year.

- c. Floating holiday hours will be prorated based on the number of remaining pay periods in a fiscal year for any employee hired after July 1 of each year.
- d. Floating holidays may be used at any time during the year upon approval of a supervisor, including the days directly before and after a City holiday. Supervisor approval of use of floating holidays is required prior to utilizing the floating holiday leave. The use of floating holidays may not require additional overtime costs in order to accommodate the leave.
- e. The Floating Holidays must be used within the Fiscal Year in which they are accrued. If the Floating Holidays have not been taken by the end of the fiscal year in which they were accrued, they will be forfeited back to the City; in other words, Floating Holidays are built upon a "use it or lose it" basis.
- f. Authorization for use of the Floating Holidays will be subject to the approval of the employee's supervisor.

11. **SICK LEAVE**

- A. Full-time employees paid on a bi-weekly basis shall accrue paid sick leave bi-weekly, starting on the date of hire.
- B. An employee may accumulate an unlimited number of sick leave credit days.
- C. Use of sick leave is governed by the City's Personnel System Guidelines.

13. **VACATION**

- A. Employees who have completed their probationary period and are at regular employee status are eligible to use accrued vacation time. Vacation time is accrued bi-weekly from time of hire. Accrual schedule is shown below:

MONTHS OF SERVICE	DAYS OF VACATION PER YEAR	Bi-Weekly ACCRUAL	MAXIMUM ACCRUAL
0 to 24 months of service	12	3.70 hours	176 hours
25 to 48 months of service	14	4.31 hours	208 hours
49 to 108 months of service	16	4.93 hours	240 hours
109 to 168 months of service	19	5.85 hours	288 hours
169 to 239 months of service	20	6.16 hours	304 hours
240 months and above	21	6.47 hours	320 hours

The Department Head must approve use of vacation time. It is advisable that employees submit vacation requests as far in advance as possible. There will be times when vacation time requests cannot be granted due to scheduling conflicts.

- B. Use of vacation is governed by the City's Personnel System Guidelines.
- C. Vacation accrual shall be capped as provided in the City's Personnel System Guidelines. The parties agree that no employee shall be permitted to accrue additional vacation time once the cap is reached, unless said employee can demonstrate that she/he made a reasonable attempt to use accrued vacation prior to reaching

the applicable cap, and was unreasonably denied time off by the City, in which case the employee shall be granted an additional three (3) months to use said vacation, and shall continue to accrue vacation during said three months. If the employee has still been unable to gain approval for the use of vacation after the additional three months, the City shall pay the employee a cash amount equal to the value of all accrued vacation hours that exceed the cap, and shall continue to pay until the employee is able to use sufficient vacation hours to bring his or her balance under the cap.

14. **OVERTIME**

- A. Overtime pay shall not be granted or paid except where specifically provided herein without prior approval of the Department Head.
- B. The compensatory time (comp time) cap shall be ninety (90) hours. Any employee who has reached the maximum allowed compensatory time, shall be paid out any and all remaining hours above the ninety (90) hour cap at one and one half times their salary.
- C. General Service employees who, in a given standard work week, will receive overtime compensation for all hours worked (vacation and/or compensatory time) over 40 except when the claimed overtime and the paid leave time occur on the same day, and eight (8) hours or fewer were actually worked. All overtime hours worked must be approved by a supervisor.

15. **CALL BACK**

General Service Employees called back for emergency non-scheduled work after the conclusion of the regular duty periods shall receive a minimum of two hours call back paid at time and one-half (For purposes of determining whether or not callback time is paid at the overtime rate, vacation leave will count as time worked).

16. **STAND-BY PAY**

- A. Employees of the City assigned to make themselves available for unanticipated call back during hours outside their normal work schedule will be provided a pager and will be required to make themselves available to respond to work within a reasonable amount of time, if called.
- B. Any employee assigned stand-by duty and who does not respond if called in a reasonable amount of time or is not fit for duty if called will be subject to disciplinary action.
- C. The City agrees to compensate employees assigned to stand-by at the rate of \$22.00 per day for each day they are on stand-by. If an employee is assigned to less than 8 hours stand-by for any given day, the rate shall be \$11.00.
- D. The City will determine which employee(s) will be assigned to stand-by duty.
- E. The City agrees to provide a take home vehicle to be rotated to the employee assigned to weekend on-call duty in accordance with the City's Vehicle Use Policy.

17. **EDUCATION INCENTIVE**

- A. General Service Employees who attend courses, which will assist them in performing their City functions or which will prepare them for higher City positions in the same or closely related field shall be eligible for reimbursement of 100% of the tuition and their registration costs of such education as well as for the actual cost of books and other materials required for the course.

1. Approval of tuition and other reimbursements must be made by the City Manager prior to the employee registering for the course. Actual reimbursement shall be upon successful completion of the approved course.
2. Educational programs where a degree may be sought and which have prior approval of the City Manager are subject to the following:
 - a. The maximum City reimbursement shall not exceed \$750 annually for lower division course work. A course taken by an employee with less than 60 semester units or the equivalent will be considered lower division regardless of the institution at which the course is taken.
 - b. The maximum City reimbursement shall not exceed \$1500 annually for upper division course work. A course taken by an employee with more than 60 semester units or the equivalent will be considered upper division only if taken from a four-year institution.
 - c. Employees who begin a year in lower division status and attain upper division status during the year shall be reimbursed a total annual amount not to exceed the upper division maximum of \$1500.
- B. Employees shall receive a 2.5% incentive (calculated on their base pay) per month for possessing an AA/AS Degree and a 5% incentive (calculated on their base pay) per month for possessing a BA/BS Degree in a field related to the employee's current classification.
- C. The Associate's Degree Incentive and the Bachelor's Degree Incentive are not cumulative for employees that possess both. A maximum 5% educational incentive can be added to base pay for the term of this MOU. Degree Incentives will be paid in addition to any Certificate Pay, which is capped at 10% base pay.

18. **UNIFORM ALLOWANCE**

- A. The City agrees to pay \$200, per fiscal year, boot/shoe allowance, payable by voucher or reimbursement upon presentation of a valid receipt for the following classifications:
 - Equipment Mechanic I/II
 - Building Inspector
 - Coordinators
 - Maintenance Worker I & II
 - Water & Wastewater Utility Workers I/II
 - Senior Water/Wastewater Utility Operator
 - Water/Wastewater Utility Operator I & II
 - Meter Readers
- B. The City agrees to provide uniforms and the maintenance of such uniforms, up to a maximum of \$700 per year, for all of the positions listed in 18A above, except for the position of Building Inspector. The value of such uniforms is reportable to CalPERS for classic members only.

19. **WORK SCHEDULES**

- A. Schedule changes will only be instituted due to operational changes, such as seasonal workload/safety concerns, etc. Temporary operational issues may require nonstandard shifts of limited frequency.

- B. Except in case of an emergency, the City will provide a minimum of 14 days written notice to GASE, and all affected employees, of any proposed change in work schedules, including shift changes. The parties agree to meet and confer prior to altering schedules or shifts.
- C. New standard schedules will be in effect for a minimum of four months.
- D. If rotational, all affected employees will be part of the rotation. If shifts vary within the division, choice of shift will be given by seniority (based on time in division), subject to minimum operational requirements.
- E. Standard schedule will be limited to the following options:

8 Hour Day Schedule

Days	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Hours – Option 1	8	8	8	8	8		
Hours – Option 2		8	8	8	8	8	
Hours – Option 3			8	8	8	8	8
Hours – Option 4	8	8	8	8			8

4 – 10 Hour Day Schedule

Days	Mon	Tues	Wed	Thur	Fri	Sat	Sun
Hours – Option 1	10	10	10	10			
Hours – Option 2		10	10	10	10		
Hours – Option 3			10	10	10	10	
Hours – Option 4				10	10	10	10

9 & 4 Hour Day Schedule

Days	Mon	Tues	Wed	Thur	Fri	Sat	Sun
Hours – Option 1	9	9	9	9	4		
Hours – Option 2	4	9	9	9	9		
Hours – Option 3		9	9	9	9	4	
Hours – Option 4		4	9	9	9	9	
Hours – Option 5			9	9	9	9	4
Hours – Option 6			4	9	9	9	9
Hours – Option 7	9	9	9	9			4

8 – 4 Hour Day Schedule

Days	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
Hours – Option 1	8	8	8	8	4	4	
Hours – Option 2	4	4	8	8	8	8	
Hours – Option 3		8	8	8	8	4	4
Hours – Option 4		4	4	8	8	8	8

20. ADDITIONAL BENEFITS

- A. No registration fees for employee dependent children for any City operated sport during the duration of this MOU.

B. City employees may rent city facilities, including the Civic Auditorium, Veteran's Hall, park gazebo, etc., for a cumulative total of six (6) rental hours, free of charge, for the duration of this MOU. Availability is not guaranteed and is on a first come/first serve bases.

20. **GRIEVANCE PROCEDURES**

The grievance procedures are stated in Section 40 I of the City's Personnel System Guidelines.

21. **DISCIPLINARY ACTION: DEFINITION**

The disciplinary procedures are stated in Section 40 of the City's Personnel System Guidelines.

22. **FUTURE BARGAINING**

It is understood and agreed by the parties that all future bargaining shall be undertaken with due consideration to total compensation of employees.

23. **ACCUMULATION/VESTING**

The City and the Union agree that nothing contained in this MOU shall be interpreted as to imply or permit the accumulation or vesting of any written or unwritten employee rights beyond the termination date of this MOU.

24. **MAINTENANCE OF OPERATION – CONCERTED ACTIVITY**

It is agreed that the continued and uninterrupted provision of service to the public is of paramount importance. Therefore, the Union agrees that as of 12:01 of the first day immediately following the legal ratification of this MOU by the City Council, through June 30, 2012 and inclusive of meeting and conferring on a successor agreement to this MOU, neither the Union, nor any combination thereof, shall cause, authorize, engage in, encourage, or sanction a work stoppage, slow down or picketing against the City, or the concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity.

If the City determines to its satisfaction that an employee is, or has engaged in any activity prohibited by Paragraph I of this Article, the City may withhold that employee's wages and other City-paid benefits and/or take whatever other action it deems appropriate.

The Union recognizes the duty and obligations of its representatives and members to comply with the provisions of this MOU and to make every effort toward inducing all employees to fully and faithfully perform their duties. In the event of any activity prohibited by Paragraph I of this Article, the Union agrees to exercise its full resources and abilities to assure compliance with this MOU.

25. **CONCLUSIVENESS**

It is understood and agreed that all documents, including but not limited to Ordinances, Resolutions, Policies and Procedures, Employee Rules and Guidelines, which relate to employee wages, hours and other terms and conditions of employment which are presently in effect, become part of this MOU by reference.

It is further agreed that for the term of this MOU, neither party may be compelled to meet and confer with the other concerning any matter, specifically the subject of any clause of this Agreement; except that the City may change a written practice or policy incorporated into this MOU by reference or an unwritten practice by giving written notice to the Union of its desire to do so. If the Union responds within ten (10) calendar days of the date of mailing or service of written notice that it wishes to meet and confer on the matter, the City and the Union shall do so forthwith.

26. **MANAGEMENT RIGHTS**

- A. The Union recognizes that the rights of the City derive from the Constitution of the State of California and the Government Code.
- B. The Union recognizes and agrees that the exercise of the express and implied powers, rights, duties and responsibilities by the City, such as, the adoption of Policies, Rules, Regulations and Practices, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this MOU.
- C. The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing these services limited only by the specific and express terms of this MOU.
- D. The exclusive rights of the City shall include but not be limited to, the right to:
 - 1. Determine the organization of City Government and the mission of its constituent agencies;
 - 2. Determine the nature, quantity and quality of services to be offered to the public and to determine the means of operations, the materials and personnel to be used, and the right to introduce new or improved methods or facilities and to change or alter personnel, methods, means, materials and facilities;
 - 3. Exercise control and discretion over its organization and operation through its managerial employees;
 - 4. Establish and effect Rules and Guidelines consistent with the applicable law and the specific and express provisions of this MOU;
 - 5. Establish and implement standards of selecting City Personnel and standards for continued employment with the City;
 - 6. Direct the work force by determining the work to be performed, the personnel who shall perform the work, assigning overtime and scheduling the work; to take disciplinary action;
 - 7. Relieve its employees from duty because of lack of work, funds or for other reasons;
 - 8. Determine whether goods or services shall be made, purchased or contracted for; and,
 - 9. Otherwise act in the interest of efficient service to the Community.
- E. The Union recognizes and agrees that the City retains its rights to take whatever action it deems appropriate during an emergency, including suspension of the terms of this MOU. The determination of whether an emergency is to be declared is solely within the discretion of the City and is expressly excluded from the provisions of any grievance procedure. When an emergency is declared, the City shall immediately notify the Union. The Union agrees it will abide by such emergency decision of the City during the time of the declared emergency. The City and the Union agree to meet and confer on related matters at the call of either party as soon thereafter as practicable.

27. **HOME BUYER'S PROGRAM**

Permanent Full-Time Employees are eligible to apply for and receive a loan in the amount of ten thousand dollars (\$10,000.00) to be used for the purchase of a home within the City limits. The home purchased must be the employee's primary residence. If any change in residence by the employee occurs or the employee sells the home, the loan, or the pro-rata portion of the loan owed at the time, must be repaid to the City within 30 days from the change in residence or at the close of escrow, whichever occurs first.

Employee agrees a lien will be placed on the property in the amount of the loan. For each year of employment with the City following the date of the loan, \$1,000.00 will be forgiven.

After 10 years of employment with the City, the loan will be forgiven in total. If employment ceases, either because of termination, resignation, layoff or for any other reason, prior to the completion of 10 years of service, the amount owed at the time of cessation of employment must be repaid immediately. In order to ensure the City receives the funds owed should employment cease, the employee and the association agree that the amounts owed will be deducted automatically from the employee's last paycheck as outlined in the promissory note a copy of which is attached as Appendix 2. After 10 years or any time after the amount has been repaid to the City, the employee may be eligible for a second loan in the same amount for a new home within City limits under the same restrictions and terms as outlined above.

Funds available for the Home-Buyer Program are subject to budget approval from City Council, and shall be disbursed on a "first-come, first-served" basis city-wide. All funds allocated in a fiscal year are eligible for disbursement, even if under the \$10,000 allocation. The intent is to ensure that all funds can be used in a fiscal year. The City agrees that individuals requesting loans will remain on the list for ninety (90) days. Upon 90 days, if the employee is not in escrow, their name will be removed and they will be required to reapply.

Upon satisfaction of the term, the City Manager will release the employee from responsibility of the loan, unless there is a conflict of interest between the City Manager and the employee pursuant to Government Code section 1090.

28. **SAVINGS CLAUSE**

If any or Section of this MOU or an Addendum thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any Article or Section should be restrained by such tribunal or the enactment of superseding rules, regulations, law or order by a governmental authority other than the City, such Article or Provision shall be immediately suspended and be of no force and effect, and the parties shall immediately begin the meet and confer process for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. Invalidation of a part or portion of this MOU shall not invalidate any remaining portions and those remaining portions shall remain in full force and effect unless those remaining portions were contingent upon the operations of the invalidated Section.

29. **TERM AND REOPENING OF MEMORANDUM**

The term of this MOU shall be one fiscal year from July 1, 2021, through June 30, 2022. This MOU shall apply to employees within job classifications covered by this MOU and in the City's active employment on the effective date of this Agreement and thereafter. On, or after, July 16, 2021, either party can reopen this Agreement for good faith negotiations with respect to use of American Recovery Plan Act funds as it relates to premium pay for essential workers..

Ninety (90) days prior to the termination of this MOU, the Union or City shall notify the other party in writing if it wishes to modify the MOU. In the event that such notice is given, negotiations shall begin as soon as possible after the notice but not later than April 15, 2022. This Agreement shall remain in full force and be effective during the period of negotiations and until written notice of impasse or termination of this Agreement is provided to the other party.

RATIFICATION SIGNATURES

***Original on File**

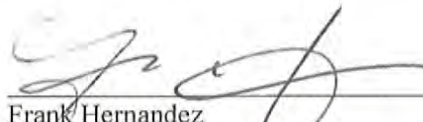
CITY OF LEMOORE

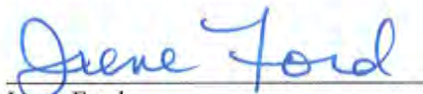

Mary Lerner,
Agency Negotiator


Michelle Speer
Asst. City Manager/ASD

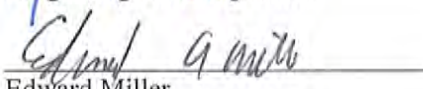
GENERAL ASSOCIATION OF SERVICE EMPLOYEES


Jamey Climer
Bargaining Unit Negotiator


Frank Hernandez
Bargaining Unit Negotiator


Irene Ford
Bargaining Unit Negotiator


Maritza Jones
Bargaining Unit Negotiator


Edward Miller
Bargaining Unit Negotiator



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

Item No: 4-4

To: Lemoore City Council
From: Michelle Speer, Assistant City Manager/Admin. Services Director
Date: June 7, 2023 Meeting Date: June 27, 2023
Subject: Side Letter #2 between the City of Lemoore and the Lemoore Police Sergeants Unit (LPSU) for MOU 2022

- | | |
|--------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approve the Side Letter #2 agreement between the City of Lemoore and the Lemoore Police Sergeants Unit (LPSU).

Subject/Discussion:

Side Letter #2 will be provided at the City Council meeting as a handout.

Financial Consideration(s):

None.

Pros/Cons:

None noted.

Recommendation:

Staff recommends approval of Side Letter #2 agreement between the City of Lemoore and the Lemoore Police Sergeants Unit (LPSU).

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☒ Contract
- ☐ Other
- List:

Review:

- ☐ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☐ City Manager
- ☐ Finance

Date:

6/23/2023
6/23/2023

ARTICLE 1
INTRODUCTION

Section 1 - Purpose:

This Memorandum of Understanding, hereinafter referred to as "MOU", entered into by the City of Lemoore, hereinafter referred to as "City", and the Lemoore Police Sergeants Unit, hereinafter referred to as "Union", has as its purpose the creation of a full and entire understanding of the parties regarding the matters set forth herein, reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment for the employees covered hereby. Pursuant to Government Code section 3505.1, this MOU is jointly submitted to the City Council and recommended for approval.

Section 2 - Full Understanding, Modifications, Waiver:

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or MOU by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this MOU.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved by the City Council.
- D. The waiver or breach of any term or condition of this MOU by either party shall not constitute a precedent in future enforcement of all its terms and provisions.
- E. Existing practices and/or benefits within the scope of representation per the Meyers vs Milius-Brown Act (Government Code §3500, et seq.), which are not referenced in this Memorandum of Understanding, shall continue without change unless modified or abolished pursuant to the meet and confer process.

ARTICLE 2
NON-DISCRIMINATION

The City and the Union agree that each shall not discriminate in any aspect of employment or

membership based on political affiliation, race, religious creed, color, national origin, ancestry, gender, marital status, sexual orientation, age, medical condition or physical disability, or any other protected class under applicable law.

ARTICLE 3

RECOGNITION

Section 1 - Definition of Bargaining Unit:

The City of Lemoore formally recognizes the Lemoore Police Sergeants Unit as the exclusive recognized employee organization consisting of all Lemoore Police Sergeants.

Section 2 - New and/or Changed Classifications:

If new classifications are established by the City and added to the bargaining unit or if the duties of existing classifications are substantially changed, a proposed wage scale shall be assigned thereto, and the City shall forward the new or changed class and proposed wage to the Union for review. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class, and only if so requested by the Union.

ARTICLE 4

UNION SECURITY

Section 1 – Dues and Other Deductions:

It is agreed that Union dues and other deductions, as may be properly requested, and lawfully permitted, shall be deducted in accordance with the provisions of applicable State law on a bi-weekly basis (24 times per year) by City from the salary of each employee within the unit who files with the City a written authorization requesting the deductions be made. Remittance of the aggregate amount of all Union deductions made from salaries of employees within the unit shall normally be made to the Union by City within seven (7) business days of the last pay day of the month. It is agreed that the City assumes no liability for any actions taken pursuant to this section, and in accordance with Government Code section 1157.12, the Union agrees to indemnify and hold harmless the City from all claims, demands, suits or other forms of liability that may arise against City for or on account of any deduction made from the wages of such employees pursuant to this MOU.

Section 2 – Uninterrupted Provision of Service:

It is agreed that the continued and uninterrupted provision of service to the public is of paramount importance. Therefore, during the term of this MOU, City agrees that it will not lock out employees, and Union agrees that neither the Union, nor any person acting on its behalf, nor any employee in a classification represented by the Union, nor any combination thereof, shall

cause, authorize, engage in, encourage, or sanction a work stoppage or slow down against the City, or the concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another Bargaining Unit to engage in such activity.

If the City determines to its satisfaction that an employee is, or has, engaged in any activity prohibited by Paragraph 1 of Section 2 of this Article, the City may withhold that employee's wages and other City-paid benefits and/or take whatever other action it deems appropriate.

If the employee covered by this MOU or the City determines to its satisfaction that the Union is, or has, engaged in any activity prohibited by Paragraph 1 of Section 2 of this Article, the City may take legally available remedial action.

The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this MOU and to make every reasonable effort toward inducing all employees to fully and faithfully perform their duties, recognizing with City that all matters of controversy within the scope of the MOU shall be settled by the grievance procedure contained in City's Personnel Guidelines or other legally available remedies.

Nothing in this Article prejudices the position of either party regarding the legality of strikes in the State of California.

ARTICLE 5

RIGHTS OF PARTIES

Section 1 - Employee Rights:

- A. Employees shall also have the right to refuse to join or participate in any employee organization and shall have the right to represent themselves in their employment relations with the City. Pursuant to the U.S. Supreme Court's decision in *Janus v. AFSCME* (2018) 138 S.Ct. 2448, employees who exercise such right of refusal or self-representation shall not have any union dues or union-related fees deducted from their salary.
- B. No person, in the City or Union, shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee or group of employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining in accordance with the Meyers-Milias-Brown Act, or in the free exercise of any other right under this MOU.
- C. The provisions of this MOU shall be applied equally to all employees without discrimination as to political affiliation, race, religious creed, color, national origin, ancestry, sex, marital status, sexual orientation, age, medical condition or physical disability, any other protected class under applicable law.

- D. Any reference in this document to gender is to be construed as applying to both female and male employees.
- E. No person shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee in the free and lawful exercise of their right of free speech except when acting as an agent or employee of the City, where the employee's actions or speech, when acting in an official capacity, is reasonably likely to result in disruption to the efficient operation of the City's government functions, or as otherwise authorized by applicable law.

Section 2 - Management Rights:

The Union recognizes that the Rights of the City derive from the Constitution of the State of California and the government Code and not from this MOU.

The Union recognizes and agrees that the exercise of the express and implied powers, rights, duties and responsibilities by the City, such as the adoption of Policies, Rules, Regulations and Practices and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this MOU and the City's obligations under California Government Code sections 3500 et seq. (Meyers vs Miliias Brown Act). The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its Municipal Services and work force performing these services limited only by the specific and express terms of this MOU. The exclusive rights of the City shall include but not be limited to, the right to determine the reorganization of City government and the mission of its constituent agencies; to determine the nature, quantity and quality of services to be offered to the public and to determine the means of operations, the materials and personnel to be used, and the right to introduce new or improved methods or facilities and to change or alter personnel, methods, means, materials and facilities; to exercise control and discretion over its organization and operation through its managerial employees; to establish and effect Rules and Regulations consistent with the applicable law and the specific and express provisions of this MOU; to establish and implement standards of selecting City personnel and standards for continued employment with the City; to direct the work force by determining the work to be performed, the personnel who shall perform the work; to take disciplinary action; to relieve its employees from duty because of lack of work, funds or for other reasons; to determine whether goods or services shall be made, purchased or contracted for; and to otherwise act in the interest of efficient service to the community. The Union recognizes and agrees that the City retains its rights to take whatever actions it deems appropriate during an emergency, including suspension of specific appropriate terms of this MOU. The determination of whether an emergency is to be declared is solely within the discretion of the City. When an emergency is declared, the City shall immediately notify the Union. The Union agrees it will abide by such emergency decisions of the City during the time of the declared emergency. The City and the Union agree to meet and confer on related matters at the call of either party, as soon thereafter as practicable.

Where required by law, the City agrees, prior to implementation, to meet and confer with the Union over the impact of the exercise of a right of management upon the wages, hours and terms and conditions of employment on Bargaining Unit members unless the impact of the exercise of a right of management upon Unit members is provided for in this Memorandum of Understanding, City Rules and Regulations, or Departmental Rules and Regulations in place at the time this MOU becomes effective.

ARTICLE 6

UNION BUSINESS

Section 1 - Granting of Leave:

Members of the bargaining unit selected to serve as authorized representatives of the Union shall be certified in writing to the City. Each representative will be expected to perform his duties as a representative of the Union on his own time. However, it is recognized that from time to time it will be necessary for Union activities to be carried on during working hours; for example, investigation and processing of complaints, disputes, and grievances, and attendance at union meetings (not to exceed a reasonable amount of time). It is further recognized that there are reasonable limited deviations from this policy, such as posting of Union notices and distribution of Union literature, which do not require substantial periods of time. Where such activities are necessarily or reasonably to be performed during working hours, they may be done without loss of pay to the representative involved, provided the representative notifies his on-duty supervisor, whenever possible, prior to taking time from duty to engage in Union business that exceeds one hour. All Union activity will be reported on an appropriate time reporting form provided by Management.

Section 2 - Negotiating Team:

Not more than two (2) members of the Union's negotiating team shall be allowed to attend and travel to and from collective bargaining negotiations for a successor to this Agreement in on-duty status. If a negotiations session is scheduled on the regular workday of a member, the member shall be entitled to his/her regular compensation payments regardless of the duration of the negotiations session or travel. However, compensation will not be paid for hours exceeding the members' normal work schedule.

Section 3 - Management / Labor Meetings:

The Police Chief, or designee, shall meet monthly, if necessary, with representatives of the Union. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party. On-duty time shall be provided for two (2) Union representatives, and may be increased if both parties mutually agree.

Section 4 - Attendance at Hearings:

Leave of absence with pay may be granted to officers of the Union, not to exceed two (2) officers, to attend grievance and arbitration hearings. Such leave will require prior approval of the City.

Section 5 – Donation of Vacation to Union Leave Bank:

The City agrees to the creation of a Time Bank established with voluntarily donated accrued paid leave (excluding sick time) for the use of Union officers for attendance at conference and/or training that will enhance the performance of their representational duties. The Union will amend its bylaws to establish an approval system to protect against abuse of this provision.

ARTICLE 7

ACCESS TO CITY FACILITIES AND INFORMATION

Section 1 - Access by Non-Employee Union Representatives:

Authorized non-employee Union representatives will be given access to non-secure work locations during working hours to investigate and process grievances or post bulletins on the bulletin board(s) without unreasonable interference with employee work. The Union shall give the department head and the City Manager a written list of such authorized Union Representatives. Only those people whose names appear on the current list shall be granted access under this provision.

Section 2 - Access to Recruits:

The Union Representative will be given a reasonable amount of on-duty time to meet with the new bargaining unit member with an end toward education of each employee of the rights and benefits under the collective bargaining agreement, as well as other Union benefits.

Section 3 - Access to City Information:

The City shall make available to the Union, upon its reasonable request, any existing information, statistics and records relevant to negotiations or necessary for proper enforcement of the terms of this agreement.

Section 4 - Access to City Communications System:

The City's interdepartmental messenger service may be used for communication between employees who are represented by the Union and between the paid staff of the Union's officers or officials.

Section 5 - Notice of City Council Meetings:

The City will make available to the Union a copy of each of the City Council's regular public meeting agenda in advance of the regular Council meeting.

Section 6 - Ballot Boxes:

The Union shall be permitted, with the prior notification to the Chief of Police, to place ballot

boxes at Police Headquarters for the purpose of collecting members' ballots on all Union issues subjected to ballot, except ballots regarding job actions. Such boxes shall be the Property of the Union and neither the ballot boxes nor the ballots shall be subjected to the City's review.

ARTICLE 8

DISCIPLINE AND DISCHARGE

Section 1 - Standards for Discipline:

- A. No employee shall be reduced in pay or position, suspended, discharged, or subjected to disciplinary action except for just cause.
- B. Discipline will be applied in a corrective, progressive and uniform manner.
- C. Progressive discipline shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

Section 2 - Working Off Suspension:

Officers suspended up to a maximum of ten (10) working days may, upon the officer's request and at the Chief's discretion, forfeit vacation designated by the Chief for a period equal to the suspension. The provisions of this Section shall apply solely to suspensions which are agreed to by the officer and no appeal may be instituted on suspensions where the officer has agreed to the suspended time.

Section 3 - Police Officer's Rights:

It is agreed that the Government code sections 3300 through 3311, commonly referred to as the Police Officer's Procedural Bill of Rights, be included in this Agreement by reference.

ARTICLE 9

SENIORITY

Section 1 - Overall Seniority:

"Seniority" for the purposes of vacation accrual shall be computed on the basis of total uninterrupted length of continuous service with the City. Such seniority shall hereinafter be defined as "Department Seniority."

Section 2 - Department Seniority:

Department Seniority is defined as an employee's most recent period of unbroken, continuous service with the Police Department. Officers shall not attain department seniority until completion of the required probationary period, at which time department seniority shall relate back to the commencement of the most recent period of continuous employment with the Police Department.

Section 3 - Classification Seniority:

Classification seniority is defined as the period of most recent continuous service in the officer's classification. Officers shall not attain classification seniority until completion of the probationary period in the classification, at which time seniority classification shall relate back to the most recent date of appointment to such classification.

Section 4 - Ties in Seniority:

Whenever two (2) or more officers have the same hire date, the order of seniority shall be determined by lottery selection. The names of all officers having the same hire date will be drawn at random, one (1) name at a time until all names are drawn. The order of selection shall determine the order of seniority, with the officer whose name is drawn first having the greater seniority. Lottery selection will be made by the Chief or his representative in the presence of a Union representative.

Section 5 - Forfeiture of Seniority:

An officer shall forfeit seniority rights only for the following reasons:

- A. The officer resigned and has not been reinstated within two (2) years of the date of resignation.
- B. The officer is dismissed and is not reinstated.
- C. The officer is absent without leave for a period of five (5) scheduled working days or more. Exceptions to this may be made by the City on the grounds of good cause for failure to report.
- D. The officer retires on a regular service retirement.
- E. If, following a layoff, the officer fails or refuses to notify the department of his intention to return to work within fourteen (14) calendar days from the date written notice of such recall is sent, by certified mail, to his last known address on record with the department or having notified the department of his intent to return to work, fails to report for duty on or before said fourteenth calendar day or effective day of the notice to return to work, whichever is later. Exceptions to this may be made by the City on the grounds of good cause for failure to notify or report. The officer will be advised during layoff processing of the necessity of a current address on record with the department.

Section 6 - Seniority Credits:

- A. In computing seniority, credit shall be given for all classified service in the Police Department, except that a resignation or discharge shall be considered a break in service and seniority credit shall not be given for any service rendered prior to that break.
- B. Seniority credits for periods of absence from one class in order to temporarily fill in another position shall be credited in the former position.
- C. Seniority credit shall be allowed upon return from absence from a position in the classified service as a result of disability retirement, not to exceed three years. This seniority credit shall be used only in the computation of shift selection, days off, annual leave selection, layoffs and seniority points on promotion.
- D. In the event an officer is separated from the department as a result of disciplinary action and subsequently reinstated to his position, as a result of arbitration, commission or court decisions, his seniority shall be maintained from the original date of hire unless the arbitrator, commission or court orders otherwise.

ARTICLE 10

COMPENSATION

Section 1 – Salary and Educational Incentives:

Employees represented by the Lemoore Police Sergeants Unit shall be paid in accordance with the City Council approved salary schedule.

Section 2 – Bonuses and Incentives:

- A. **Spanish Proficiency Pay:** Effective through the term of this MOU, the City will provide Spanish Proficiency pay, which will be calculated and paid at 2.5% of base pay. Spanish Language Proficiency will be tested and/or verified in a manner to be determined by the City, and begin in the month following verification. Any cost associated with the testing will be borne by the employee.
- B. **Duty/Assignment Pay:** Effective through the term of this MOU, the City will provide the following incentive pays for specialty duties:
 - 1. Field Training Officer: Employees assigned as Field Training Officers will receive a premium pay of \$2.00 per hour spent training a designated trainee.
 - 2. Detective: Employees assigned as a Detective will receive a premium pay equal to 4.0% of their base pay for the duration of the assignment. Detectives will be available for rotational duty to receive calls related to their primary duties and for callback, including the expectation of response

time, outside of their regular working hours as prescribed by Department policy. Detectives, during their assigned rotation, will be compensated for time worked for official phone calls taken or made while off-duty. Time spent in such activity that is less than 10 minutes is considered as de-minimis and not compensable.

3. Canine Officer: Upon request of the Chief of Police, Sergeants assigned to maintain police canines in their homes will receive premium pay equal to 10% of their base pay as full compensation for those hours spent in the home-care of their assigned animals. This compensation is agreed to satisfy any requirements of the Fair Labor Standards Act in that it represents appropriate compensation for the fluctuating, unsupervised, and unrecorded compensable hours of work.

- C. **Educational Incentive**: Effective through the term of this MOU, the City agrees that for employees covered under this MOU, the amount of funding under the tuition reimbursement program will be \$1,500 per year for lower-division coursework and \$3,000 per year for upper-division coursework.

ARTICLE 11

COURT APPEARANCES AND CALLBACKS

Section 1 - Court Appearances:

Minimum Payments. When an employee is required to appear in court as a result of his or her official duties, during the employee's non-scheduled work period, the employee shall receive, at the employee's option, a minimum of three (3) hours pay or compensatory time off at the rate of one and one-half (1.5) the employee's regular rate of pay.

Additionally, the City will compensate Sergeants in the amount of \$500 per year, for the duration of this contract, for court standby pay. This will be used to compensate officers for time when assigned by the District Attorney to be "on-call" for court. This will be paid out the first pay period of July 2021.

Section 2 - Call Backs:

Call back time is defined as when an employee is called back to work after the completion of a normal work day to perform work for the department, except when an employee is called to work one hour or less prior to the employee's work schedule. When an employee is called back to work, the employee shall receive, at the employee's option, a minimum of Three (3) hours pay or compensatory time off at the rate of one and one-half (1.5) the employee's regular rate of pay.

ARTICLE 12

CLOTHING

Section 1 - Uniform Allowance:

The City shall provide the following equipment to newly hired Police Sergeants:

- One (1) pair pants – B Class (style #74326 - Midnight Navy)
- One (1) long sleeve shirt – B Class (style #72345 - Midnight Navy)
- Two (2) short sleeve shirt- B Class (style #71177 - Midnight Navy)
- One (1) pair Class A pants (Midnight Navy)
- One (1) long sleeve Class A shirt (Midnight Navy)
- One (1) Double Duty jacket (style #48096 - black)
- One (1) pair boots (black)
- One (1) Tie with tie bar
- Two (2) name tags
- One (1) duty belt with all department issued equipment
- One (1) body armor vest

Upon separation of employment with the Lemoore Police Department, all duty gear and other assigned gear shall be returned, as well as all City patches.

Sergeants assigned to the Central Valley SWAT Team will be provided the necessary uniforms and equipment as listed in the Central Valley Regional SWAT Policies AND Procedures Manual.

- A. For the term of this Agreement, the City shall pay a uniform allowance of \$1200.00, by separate check, for maintaining said safety equipment. The uniform allowance shall be paid the last pay period of November 2021.
- B. The City agrees to repair or replace both personal and City-owned uniforms, equipment and property damaged or destroyed on duty unless gross negligence can be shown on the part of the officer. Repair or replacement of the following items shall not exceed the following costs: Watches, actual cost not to exceed \$25.00; corrective lens, excluding frames, actual cost not to exceed reasonable replacement of damaged item(s); eyeglass frames not to exceed \$65.00. Receipts will be required prior to payment by the City. Repair or replacement of non-listed items shall not exceed reasonable costs for only those items that are normally associated with an officer's on duty status.

Section 2 - Body Armor:

Body armor shall be replaced as follows:

- A. At the employee's request, the City agrees to replace all protective body armor no later than one hundred eighty (180) days after the expiration of any manufacturer's warranty regarding the fitness of the product to perform its intended function.

- B. The City will not permanently issue used body armor without the consent of the Union.

Section 3 - Service Weapons:

The City agrees to furnish all newly hired officers with a duty firearm upon their date of hire.

ARTICLE 13

ACTING PAY

The provisions of this section outline the circumstances when an employee will receive compensation for the performance of duties in a higher classification than they normally perform. The following criteria must be met:

1. The performance of the duties of the higher classification must encompass the full range of responsibilities of the higher classification.
2. The performance of such duties must be for an extended period of time, wherein a need exists to fulfill the duties and responsibilities of the vacant position. An extended period of time is generally considered as an assumption of duties and responsibilities that will last in excess of two (2) weeks.
3. Out-of-Class compensation shall be allowed only after written recommendation of the Department Head and concurrence by Human Resources with approval by the City Manager. Recommendation and designation shall be accomplished prior to the assumption of higher classification responsibilities
4. Out-of-Class pay shall only be authorized for those individuals whom are working out of class with the City actively recruits for a permanent vacancy, and all other provisions of CalPERS Circular 200-021-18.
5. Rate of pay will be the greater of 5% above the employee's regular pay rate or the minimum (Step 1) of the higher position's pay range.
6. Personnel Action Forms are required in advance to document change in pay rate for the duration of the assignment.
7. Under this provision, out of class pay will be paid retroactively beginning day 1, upon approval of the out of class pay by the City Manager.

8. When the assignment is complete, the employee's salary shall be readjusted to its previous level. The employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

ARTICLE 14

DISABILITY INSURANCE

The City agrees to offer employees the option to purchase voluntary long term disability insurance through PORAC; the City will facilitate monthly payroll deductions for employees electing this voluntary benefit. Employees are to be responsible for 100% of the premiums.

ARTICLE 15

HEALTH INSURANCE AND CAFETERIA PLAN

Section 1 – Premium Shares:

The City's contribution to the employees' health benefits covered by the City's cafeteria plan will equal up to \$1710.00 monthly for each employee for covered plan year 2022. The benefit shall remain \$1625.00 monthly for the 2021 covered plan year. Any health benefit coverage the employee chooses from the health insurance plan which the City's contribution does not cover will be the employee's responsibility. The employee may use his or her Flexible Spending benefits, if she or he has elected such benefits, to pay for any premium cost above the City's contribution. If the employee elects health benefit coverage that costs less than the City's maximum contribution, the City will not pay the difference between the employee's premium costs and the City's maximum contribution. Health insurance costs will be deducted bi-weekly (24 times per year) from the employee's gross paycheck.

Section 2 – Health and Benefits Committee:

- A. The City and the Union agree to continue using the Health and Benefits Committee for the review of benefits plans and to formulate recommendations regarding changes in those programs.
- B. The City agrees that the Union may designate one committee member to represent the interests of the Union.
- C. The Union representative will be responsible for notifying the City and the Health Benefits Committee, in the event the Union does not agree with a committee recommendation.

- D. Unless the Union representative notifies the City of a disagreement, per Section C above, the parties agree that the Committee process will fulfill all meet and confer obligations.

Section 3 – Health Insurance Opt-Out:

The City will no longer provide health insurance opt out benefits to new employees or to those who do not currently receive the health insurance opt out. "Currently" will be defined as those employees receiving health insurance opt out benefits as of October 15, 2017. Employees who currently receive health insurance opt out benefits, can continue to receive it until they are no longer employed by the City or if they choose to receive health insurance. Health insurance opt out benefit allocations shall remain at the same rate of \$410.88, regardless of increase in health insurance benefits or contributions by the City for health insurance.

ARTICLE 16

DEFERRED COMPENSATION

The City will continue the employee's deferred compensation contribution of two (2%) percent of the employee's base wage.

Additionally, the City will continue to provide a dollar-for-dollar match, up to 4% of the employee's base wage, for voluntary employee contributions into the deferred compensation program, that are above and beyond the 2% contribution outlined above.

ARTICLE 17

CATASTROPHIC LEAVE

- a. Catastrophic leave benefits have been established for City employees who have exhausted all accumulated vacation, sick leave and compensatory time off. The purpose of this benefit is to provide a portion or all of the employee's pay during the time the employee would otherwise be on medical leave of absence without pay pursuant to the City's Personnel Rules. Catastrophic leave benefits are contingent on the receipt of donated time in the manner described below.
- b. Catastrophic leave shall conform to the guidelines for leave of absence without pay set forth in the City's Personnel Rules except that, during the portion of the leave of absence that is also catastrophic leave, the employee will be paid. Although employees on catastrophic leave will receive catastrophic pay, for all other purposes, except as indicated below, such employees will be considered on leave of absence without pay

pursuant to the City's Personnel Rules and they shall not accrue any leave rights while on catastrophic leave.

- c. In no event, may an employee take more than six (6) months of catastrophic leave during any twelve (12) month period. To calculate the remaining leave entitlement, the balance shall be any balance of the six (6) months that has not been used during the immediately preceding 12 months.
- d. Catastrophic leave and leaves of absence without pay shall run concurrently.
- e. An employee is eligible for catastrophic leave when the employee faces injury, prolonged illness (based on documented medical evidence), or death of the employee or a family member which will result in the employee being absent from work. Family members include the employee's spouse, parent, child, foster child, or other family member approved by the City Manager.
- f. Catastrophic leave requests are not accepted, or considered, for pregnancy related leave. Any event during pregnancy or birth that has resulted in a significant medical condition or illness may be considered.
- g. Any City employee may donate vacation and/or compensatory time to any covered employee who meets the conditions described above. Employee may not donate sick leave, holiday, floating holiday, or any other leaves.
- h. Employees (or their designees) requesting establishment of a catastrophic leave bank must submit a written request to Human Resources. The request must provide sufficient information to enable the City Manager, or designee, to determine whether the reason for the leave qualifies as catastrophic. This information will be maintained confidentially to the extent required by law. Catastrophic leave requests for injury/illness must include supporting medical verification from a licensed physician. Leave requests must include the estimated date of return to work.
- i. Catastrophic leave may be considered for an employee who has not exhausted all of his or her personal sick leave due to the Family Sick Leave policy (cap of 48 hours per fiscal year). In the event that the City Manager authorizes catastrophic leave based on the information provided by the employee, the employee will be allowed to use remaining sick leave balances during the approved catastrophic leave period. No request for leave hour donations will be requested from other employees, until such time that leave balances of the requesting employee have been exhausted.
- j. Human Resources will canvass employees for leave donations and donations are voluntary.

- k. Donations must be made on the City-approved authorization form submitted to Human Resources to be deducted in the order received. All donations are irrevocable. Donations are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
 - l. Donations must be a minimum of two (2) hours. The donated hours will be allocated to the requesting employee on an hour for hour basis.
 - m. Health insurance coverage and retirement contributions will continue in the same manner as if the recipient employee was on sick leave. The recipient employee will not accrue sick leave or vacation benefits while using catastrophic leave.
 - n. Catastrophic leave shall be terminated when one or more of following occurs:
 - i. The employee has exhausted six (6) months of catastrophic leave during the period defined in Section 60-10, II(c) above.
 - ii. The employee has exhausted all of his or her rights under the City's Personnel Rules for unpaid medical leaves of absence, whether paid in part or in full from catastrophic leave.
 - iii. Donated leave balance has been exhausted.
 - iv. Death of the ill or injured employee or subject family member.
 - v. The employee returns to full-time, active City employment
-

ARTICLE 18

RETIREMENT

Section 1 – Classic Members:

- A. Sworn officers hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” of the California Public Employee’s Retirement System (CalPERS) as defined by the Public Employees’ Pension Reform Act of 2013 (PEPRA) shall participate in the 2% @ 50 retirement plan as classic members.
- B. Effective January 1, 2015, each represented employee not currently contributing to the employee cost of the PERS retirement benefit (“classic employees”) shall commence paying 2% (two percent) of the cost of the employee’s contribution currently paid by

the City. The City shall continue to pay the remaining cost of the classic employee's cost of retirement.

- C. Effective January 1, 2016, each represented classic employee shall pay an additional 2% (two percent) of the cost of the employee's contribution currently paid by the City, for a total classic employee contribution of 4% (four percent). The City shall continue to pay the remaining cost of the classic employee's cost of retirement.
- D. Effective January 1, 2017, each represented classic employee shall pay an additional 2% (two percent) of the cost of the employee's contribution currently paid by the City, for a total classic employee contribution of 6% (six percent). The City shall continue to pay the remaining cost of the classic employee's cost of retirement.

Section 2 – New Members:

- A. Sworn officers hired on or after January 1, 2013 and designated as "new members" of CalPERS as defined by PEPRAs shall participate in the 2.7% @ 57 retirement plan as new members.
- B. New members pay the entire employee contribution rate reviewed and set annually by CalPERS.

ARTICLE 19

HOLIDAYS

The City provides paid holidays on the following days:

New Year's Day	President's Day	Memorial Day	Independence Day
Labor Day	Veterans Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day	New Year's Eve	Martin Luther King, Jr. Day

Unless otherwise noted, holidays are compensated at the rate of eight (8) hours. If a holiday falls on a Saturday, the City shall provide pay for Friday. If a Holiday falls on a Sunday, the City shall provide pay for Monday.

Safety Employees have the option to use the paid holiday or alternate day if scheduled on a holiday, or get paid in lieu of the holiday. Safety employees must make their election prior to the beginning of the fiscal year. Holiday-In-Lieu benefits shall be compensated in the pay period in which the holiday occurs.

FLOATING HOLIDAYS

Additionally, the City shall provide the following with respect to floating holiday:

- a. Employees shall earn 48 hours of Floating Holiday for Fiscal Year 2022.
- b. Employees may cash out up to 48 hours of floating holiday time between payroll dates occurring on July 16, 2021 through December 31, 2021.
- c. The Floating Holiday will be accrued by all regular employees as of the first day of each Fiscal Year.
- d. Floating Holiday hours will be prorated based on the number of remaining pay periods in a fiscal year for any employee hired after July 1 of each year.
- e. Floating Holidays may be used at any time during the year upon approval of a supervisor, including the days directly before and after a City holiday. Supervisor approval of use of Floating Holidays is required prior to utilizing the floating holiday leave. Use of Floating Holiday leave may not result in the need for additional overtime to cover shifts.
- f. The Floating Holidays must be used within the Fiscal Year in which they are accrued. Any Floating Holiday hours which have not been cashed out, or taken, by the end of the fiscal year in which they were accrued, will be forfeited back to the City.
- g. Authorization for use of the Floating Holidays will be subject to the approval of the employee's supervisor.

ARTICLE 20

VACATION

Vacations are considered essential to the employee's welfare and they are granted by the City to allow employees relaxation and rest from their duties. All full-time regular employees shall be entitled to annual leave with pay as provided below.

Section 1 - Vacation Allowance:

Police Sergeants are entitled to an annual paid vacation after completion of continuous service with the City as follows:

MONTHS OF SERVICE	DAYS OF VACATION PER YEAR	Bi-Weekly ACCRUAL	MAXIMUM ACCRUAL
0 to 24 months of service	11	3.39 hours	226 hours
25 to 48 months of service	13	4.00 hours	258 hours
49 to 108 months of service	15	4.62 hours	290 hours
109 to 168 months of service	18	5.54 hours	338 hours
169 to 239 months of service	19	5.85 hours	354 hours
240 months and above	20	6.16 hours	370 hours

Vacation accruals will occur on a bi-weekly basis.

Section 2 - Vacation Accumulation:

Vacation accruals can be carried from year to year, as long as the employee does not exceed the maximum accruals noted above.. In the event the City is unable to schedule vacation and an employee is subject to loss of accrued earnings, the employee shall be permitted to utilize such vacation prior to such loss.

Section 3 - Continuous Service Defined:

- A. Continuous service shall mean service in the classified service in any classification since original regular appointment, excluding any time prior to a break in service.
- B. As used in this Section, years of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation pay.
- C. Neither military leave nor leaves of absence without pay shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

Section 4 - Vacation Scheduling:

The time at which an employee may take his or her vacation shall be determined by the Department Head, with due regard for the wishes of the employee and the needs of the department.

Section 5 - Vacation Allowance For Employees Upon Separation:

When an employee is separated from service, for any reason, he or she shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned.

ARTICLE 21

OVERTIME PROVISIONS

Section 1 - Overtime Hours:

The work day for members shall be 8, 10 or 12 hours. Pursuant to Section 7(k) of the FLSA, the City has established a 14 day work period for law enforcement personnel. Employees, in a given 14 day work cycle, will receive overtime compensation for all hours worked (including vacation time and sick leave) over 80. All overtime hours worked must be approved by a supervisor.

Section 2 - Overtime Compensation:

Employees working overtime hours will be compensated in one of two ways: Overtime Pay or Compensatory Time Off. Overtime Pay is paid at 1 ½ times the regular pay rate. Compensatory Time Off is accrued at 1 ½ hours for each hour worked.

Employees may choose to take either Compensatory Time Off or Overtime Pay for all hours worked in excess of 80 in a 14 day work cycle; however

Section 3 - Compensatory Time Off Provisions:

Employees can accrue compensatory time off for overtime hours worked. The department head or designee must approve use of compensatory time. It is advisable that employees submit compensatory time off requests as far in advance as possible.

Employees may accrue up to 300 hours of Compensatory Time Off. In order to maintain a balance below the maximum of 300 hours, the Chief may request that the employee use accrued compensatory time.

Section 4 - Compensatory Time Cash Out Provisions:

For the term of this Agreement only, employees may cash out up to 35 hours of compensatory time per fiscal year; however, City is under no obligation to pay out more than is allocated in the Police Department's Overtime Budget. Payment of compensatory time in this manner will take place on the last pay period of November 2021.

It is advisable that employees submit requests to cash out compensatory time as far in advance as possible. Requests to cash out will be honored on a first-come, first-served basis.

ARTICLE 22

HOURS OF WORK

4/10, 5/8 and 12-hour Shift Plans:

Each week of service shall consist of five (5) eight (8)-hour workdays, or four (4) ten (10)-hour workdays, or twelve (12) hour workdays shift schedule. Significant efforts shall be made by the City to ensure continuous days off when possible.

ARTICLE 23

ADDITIONAL BENEFITS

For the duration of this MOU, City employees shall have the right to the following benefits:

- A. No registration fees for employee dependent children for any City operated sport
 - B. City employees may rent City facilities, including the Civic Auditorium, Veterans Hall, park gazebos, etc., for a cumulative total of six (6) hours, free of charge. Availability is not guaranteed and is on a first come/first serve bases.
-

ARTICLE 24

SEVERABILITY OF PROVISIONS

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provision of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

ARTICLE 25

HOME BUYER'S PROGRAM

Permanent Full-Time Employees are eligible to apply for and receive a loan in the amount of fifteen thousand dollars (\$15,000.00) to be used for the purchase of a home within the City limits. The home purchased must be the employee's primary residence. If any change in residence by the employee occurs or the employee sells the home the loan, or the pro-rata portion of the loan owed at the time, must be repaid to the City within 30 days from the change in residence or at the close of escrow, whichever occurs first.

Employee agrees a lien will be placed on the property in the amount of the loan. For each year of employment with the City following the date of the loan, \$1,500.00 will be forgiven. After 10 years of employment with the City, the loan will be forgiven in total. If employment ceases, either because of termination, resignation, layoff or for any other reason, prior to the completion of 10 years of service, the amount owed at the time of cessation of employment must be repaid immediately. In order to ensure the City receives the funds owed should employment cease, the employee and the association agree that the amounts owed will be deducted automatically from the employee's last paycheck as outlined in the promissory note a copy of which is attached as Appendix 2.

After 10 years or any time after the amount has been repaid to the City, the employee may be eligible for a second loan in the same amount for a new home within City limits under the same restrictions and terms as outlined above.

Funds available for the Home-Buyers Program are subject to budget approval from City Council, and shall be disbursed on a "first-come, first-served" basis city wide. All funds allocated in a fiscal year are eligible for disbursement, even if under the \$15,000 allocation. The intent is to ensure that all funds can be used in a fiscal year. The City agrees that individuals requesting loans will remain on the list for ninety (90) days. Upon 90 days, if the employee is not in escrow, their name will be removed, and they will be required to reapply.

Upon satisfaction of the term, the City Manager will release the public safety employee from responsibility of the loan, unless there is a conflict of interest between the City Manager and the employee pursuant to Government Code section 1090.

ARTICLE 26


TERM AND REOPENING OF AGREEMENT


The term of this MOU shall be one fiscal year from July 1, 2021, through June 30, 2022. This MOU shall apply to employees within job classifications covered by this MOU and in the City's active employment on the effective date of this Agreement and thereafter.

On, or after, July 16, 2021, either party can reopen this Agreement for good faith negotiations with respect to use of American Recovery Plan Act funds as it relates to premium pay for essential workers and/or merit increases.

Ninety (90) days prior to the termination of this MOU, the Union or City shall notify the other party in writing if it wishes to modify the MOU. In the event that such notice is given, negotiations shall begin as soon as possible after the notice but not later than April 15, 2022. This Agreement shall remain in full force and be effective during the period of negotiations and until written notice of impasse or termination of this Agreement is provided to the other party.

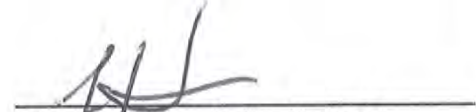
CITY OF LEMOORE


Mary Lerner,
Agency Negotiator


Michelle Speer,
ACM/ASD

SERGEANTS GROUP


Mark Pescatore, Police Sergeant


John Henderson, Police Sergeant



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

Item No: 4-5

To: Lemoore City Council
From: Michelle Speer, Assistant City Manager/Admin. Services Director
Date: June 7, 2023 Meeting Date: June 27, 2023
Subject: Side Letter #2 between the City of Lemoore and the Lemoore Police Officers Association (LPOA) Bargaining Unit for MOU 2022

- | | |
|--------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approve the Side Letter #2 agreement between the City of Lemoore and the Lemoore Police Officers Association (LPOA) Bargaining Unit.

Subject/Discussion:

Side Letter #2 will be provided at the City Council meeting as a handout.

Financial Consideration(s):

None.

Pros/Cons:

None noted.

Recommendation:

Staff recommends approval of Side Letter #2 agreement between the City of Lemoore and the Lemoore Police Officers Association (LPOA) Bargaining Unit.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☒ Contract
- ☐ Other
- List:

Review:

- ☐ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☐ City Manager
- ☐ Finance

Date:

6/23/2023
6/23/2023

ARTICLE 1

INTRODUCTION

Section 1 - Purpose:

This Memorandum of Understanding, hereinafter referred to as "MOU", entered into by the City of Lemoore, hereinafter referred to as "City", and the Lemoore Police Officers Association, hereinafter referred to as "Union", has as its purpose the creation of a full and entire understanding of the parties regarding the matters set forth herein, reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment for the employees covered hereby. Pursuant to Government Code section 3505.1, this MOU is jointly submitted to the City Council and recommended for approval.

Section 2 - Full Understanding, Modifications, Waiver:

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or MOU by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this MOU.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved by the City Council.
- D. The waiver or breach of any term or condition of this MOU by either party shall not constitute a precedent in future enforcement of all its terms and provisions.
- E. Existing practices and/or benefits within the scope of representation per the Meyers-Milias-Brown Act (Government Code §3500, et seq.), which are not referenced in this Memorandum of Understanding, shall continue without change unless modified or abolished pursuant to the meet and confer process.

ARTICLE 2

NON-DISCRIMINATION

The City and the Union agree that each shall not discriminate in any aspect of employment or membership based on political affiliation, race, religious creed, color, national origin, ancestry, gender, marital status, sexual orientation, age, medical condition, physical disability, or any other protected class under applicable law.

ARTICLE 3

RECOGNITION

Section 1 - Definition of Bargaining Unit:

The City of Lemoore formally recognizes the Lemoore Police Officers Association as the exclusive recognized Public Safety employee organization consisting of all Lemoore Police Officers and Corporals.

Section 2 - New and/or Changed Classifications:

If new classifications are established by the City and added to the bargaining unit or if the duties of existing classifications are substantially changed, a proposed wage scale shall be assigned thereto, and the City shall forward the new or changed class and proposed wage to the Union for review. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class, and only if so requested by the Union.

ARTICLE 4

UNION SECURITY

Section 1 – Dues and Other Deductions:

It is agreed that Union dues and other deductions, as may be properly requested, and lawfully permitted, shall be deducted in accordance with the provisions of applicable State law on a bi-weekly basis (24 times per year) by City from the salary of each employee within the unit who files with the City a written authorization requesting the deductions be made. Remittance of the aggregate amount of all Union deductions made from salaries of employees within the unit shall normally be made to the Union by City within seven (7) business days of the last pay day of the month. It is agreed that the City

assumes no liability for any actions taken pursuant to this section, and in accordance with Government Code section 1157.12, the Union agrees to indemnify and hold harmless the City from all claims, demands, suits or other forms of liability that may arise against City for or on account of any deduction made from the wages of such employees pursuant to this MOU.

Section 2 – Uninterrupted Provision of Service:

It is agreed that the continued and uninterrupted provision of service to the public is of paramount importance. Therefore, City agrees that it will not lock out employees, and Union agrees that neither the Union, nor any person acting on its behalf, nor any employee in a classification represented by the Union, nor any combination thereof, shall cause, authorize, engage in, encourage, or sanction a work stoppage or slow down against the City, or the concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another Bargaining Unit to engage in such activity.

If the City determines to its satisfaction that an employee is, or has, engaged in any activity prohibited by Paragraph 1 of Section 2 of this Article, the City may withhold that employee's wages and other City-paid benefits and/or take whatever other action it deems appropriate.

If employees covered by this MOU or the City determines to its satisfaction that the Union is, or has, engaged in any activity prohibited by Paragraph 1 of Section 2 of this Article, the City may take legally available remedial action.

The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this MOU and to make every reasonable effort toward inducing all employees to fully and faithfully perform their duties, recognizing with City that all matters of controversy within the scope of the MOU shall be settled by the grievance procedure contained in City's Personnel Guidelines or other legally available remedies.

Nothing in this Article prejudices the position of either party regarding the legality of strikes in the State of California.

ARTICLE 5

RIGHTS OF PARTIES

Section 1 - Employee Rights:

- A. Employees shall have the right to refuse to join or participate in any employee organization and shall have the right to represent themselves in their employment relations with the City. Pursuant to the U.S. Supreme Court's decision in *Janus v. AFSCME* (2018) 138 S.Ct. 2448, employees who exercise such right of refusal or self-

representation shall not have any union dues or union-related fees deducted from their salary.

- B. No person, in the City or Union, shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee or group of employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining in accordance with the Meyers-Milias-Brown Act, or in the free exercise of any other right under this MOU.
- C. The provisions of this MOU shall be applied equally to all employees without discrimination as to political affiliation, race, religious creed, color, national origin, ancestry, sex, marital status, sexual orientation, age, medical condition or physical disability, any other protected class under applicable law.
- D. Any reference in this document to gender is to be construed as applying to all employees regardless of gender.
- E. No person shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee in the free and lawful exercise of their right of free speech except when acting as an agent or employee of the City, where the employee's actions or speech, while acting in their official capacity, is reasonably likely to result in disruption to the efficient operation of the City's government functions, or as otherwise authorized by applicable law.

Section 2 - Management Rights:

The Union recognizes that the Rights of the City derive from the Constitution of the State of California and the government Code and not from this MOU.

The Union recognizes and agrees that the exercise of the express and implied powers, rights, duties and responsibilities by the City, such as the adoption of Policies, Rules, Regulations and Practices and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this MOU and the City's obligations under California Government Code sections 3500 et seq. (Meyers vs Milias Brown Act).

The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its Municipal Services and work force performing these services limited only by the specific and express terms of this MOU. The exclusive rights of the City shall include but not be limited to, the right to determine the reorganization of City government and the mission of its constituent agencies; to determine the nature, quantity and quality of services to be offered to the public and to determine the means of operations, the materials and personnel to be used, and the right to introduce new or improved methods or facilities and to change or alter personnel, methods, means, materials and facilities; to exercise control and discretion over its organization and operation through its managerial employees; to establish and effect Rules and Regulations consistent with the applicable law and the specific and express provisions of this MOU; to

establish and implement standards of selecting City personnel and standards for continued employment with the City; to direct the work force by determining the work to be performed, the personnel who shall perform the work; to take disciplinary action; to relieve its employees from duty because of lack of work, funds or for other reasons; to determine whether goods or services shall be made, purchased or contracted for; and to otherwise act in the interest of efficient service to the community. The Union recognizes and agrees that the City retains its rights to take whatever actions it deems appropriate during an emergency, including suspension of specific appropriate terms of this MOU. The determination of whether an emergency is to be declared is solely within the discretion of the City. When an emergency is declared, the City shall immediately notify the Union. The Union agrees it will abide by such emergency decisions of the City during the time of the declared emergency. The City and the Union agree to meet and confer on related matters at the call of either party, as soon thereafter as practicable.

Where required by law, the City agrees, prior to implementation, to meet and confer with the Union over the impact of the exercise of a right of management upon the wages, hours and terms and conditions of employment on Bargaining Unit members unless the impact of the exercise of a right of management upon Unit members is provided for in this Memorandum of Understanding, City Rules and Regulations, or Departmental Rules and Regulations in place at the time this MOU becomes effective.

ARTICLE 6

UNION BUSINESS

Section 1 - Granting of Leave:

Members of the bargaining unit selected to serve as authorized representatives of the Union shall be certified in writing to the City. Each representative will be expected to perform his duties as a representative of the Union on his own time. However, it is recognized that from time to time it will be necessary for Union activities to be conducted during working hours; for example, investigation and processing of complaints, disputes, and grievances, and attendance at union meetings (not to exceed a reasonable amount of time). It is further recognized that there are reasonable limited deviations from this policy, such as posting of Union notices and distribution of Union literature, which do not require substantial periods of time. Where such activities are necessarily or reasonably to be performed during working hours, they may be done without loss of pay to the representative involved, provided the representative notifies his on-duty supervisor, whenever possible, prior to taking time from duty to engage in Union business that exceeds one hour. All Union activity will be reported on an appropriate time reporting form provided by Management.

Section 2 - Negotiating Team:

Not more than two (2) members of the bargaining unit's negotiating team shall be allowed to attend and travel to and from collective bargaining negotiations for a successor to this Agreement in on-duty status. If a negotiations session is scheduled on the regular workday of a member, the member shall be

entitled to his/her regular compensation payments regardless of the duration of the negotiations session or travel. However, compensation will not be paid for hours exceeding the members' normal work schedule.

Section 3 - Management / Labor Meetings:

The Police Chief, or designee, shall meet monthly, if necessary, with representatives of the Union. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party. On-duty time shall be provided for two (2) Union representatives, and may be increased if both parties mutually agree.

Section 4 - Attendance at Hearings:

Leave of absence with pay may be granted to officers of the Union, not to exceed two (2) officers, to attend grievance and arbitration hearings. Such leave will require prior approval of the City.

Section 5 - Donation of Vacation to Union Leave Bank:

The City agrees to the creation of a Time Bank established with voluntarily donated accrued paid leave (excluding sick time) for the use of Union officers for attendance at conference and/or training that will enhance the performance of their representational duties. The Union will amend its bylaws to establish an approval system to protect against abuse of this provision.

ARTICLE 7

ACCESS TO CITY FACILITIES AND INFORMATION

Section 1 - Access by Non-Employee Union Representatives:

Authorized non-employee Union representatives will be given access to non-secure work locations during working hours to investigate and process grievances or post bulletins on the bulletin board(s) without unreasonable interference with employee work. The Union shall give the department head and the City Manager a written list of such authorized Union Representatives. Only those people whose names appear on the current list shall be granted access under this provision.

Section 2 - Access to Recruits:

The Union Representative will be given a reasonable amount of on-duty time to meet with the new bargaining unit member with an end toward education of each employee of the rights and benefits under the collective bargaining agreement, as well as other Union benefits.

Section 3 - Access to City Information:

The City shall make available to the Union, upon its reasonable request, any existing information, statistics and records relevant to negotiations or necessary for proper enforcement of the terms of this

agreement.

Section 4 - Access to City Communications System:

The City's interdepartmental messenger service may be used for communication between employees who are represented by the Union and between the paid staff of the Union's officers or officials.

Section 5 - Notice of City Council Meetings:

The City will make available to the Union a copy of each of the City Council's regular public meeting agenda in advance of the regular Council meeting.

Section 6 - Ballot Boxes:

The Union shall be permitted, with the prior notification to the Chief of Police, to place ballot boxes at Police Headquarters for the purpose of collecting members' ballots on all Union issues subjected to ballot, except ballots regarding job actions. Such boxes shall be the Property of the Union and neither the ballot boxes nor the ballots shall be subjected to the City's review.

ARTICLE 8

DISCIPLINE AND DISCHARGE

Section 1 - Standards for Discipline:

- A. No employee shall be reduced in pay or position, suspended, discharged, or subjected to disciplinary action except for just cause.
- B. Discipline will be applied in a corrective, progressive and uniform manner.
- C. Progressive discipline shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

Section 2 - Working Off Suspension:

Officers suspended up to a maximum of ten (10) working days may, upon the officer's request and at the Chief's discretion, forfeit vacation designated by the Chief for a period equal to the suspension. The provisions of this Section shall apply solely to suspensions which are agreed to by the officer and no appeal may be instituted on suspensions where the officer has agreed to the suspended time.

Section 3 - Police Officer's Rights:

It is agreed that the Government code sections 3300 through 3311, commonly referred to as the Police Officer's Procedural Bill of Rights, be included in this Agreement by reference.

ARTICLE 9

SENIORITY

Section 1 - Overall Seniority:

"Seniority" for the purposes of vacation accrual shall be computed on the basis of total uninterrupted length of continuous service with the City. Such seniority shall hereinafter be defined as "Department Seniority."

Section 2 - Department Seniority:

Department Seniority is defined as an employee's most recent period of unbroken, continuous service with the Police Department. Officers shall not attain department seniority until completion of the required probationary period, at which time department seniority shall relate back to the commencement of the most recent period of continuous employment with the Police Department.

Section 3 - Classification Seniority:

Classification seniority is defined as the period of most recent continuous service in the officer's classification. Officers shall not attain classification seniority until completion of the probationary period in the classification, at which time seniority classification shall relate back to the most recent date of appointment to such classification.

Section 4 - Ties in Seniority:

Whenever two (2) or more officers have the same hire date, the order of seniority shall be determined by lottery selection. The names of all officers having the same hire date will be drawn at random, one (1) name at a time until all names are drawn. The order of selection shall determine the order of seniority, with the officer whose name is drawn first having the greater seniority. Lottery selection will be made by the Chief or his representative in the presence of a Union representative.

Section 5 - Forfeiture of Seniority:

An officer shall forfeit seniority rights only for the following reasons:

- A. The officer resigned and has not been reinstated within two (2) years of the date of resignation.
- B. The officer is dismissed and is not reinstated.

- C. The officer is absent without leave for a period of five (5) scheduled working days or more. Exceptions to this may be made by the City on the grounds of good cause for failure to report.
- D. The officer retires on a regular service retirement.
- E. If, following a layoff, the officer fails or refuses to notify the department of his intention to return to work within fourteen (14) calendar days from the date written notice of such recall is sent, by certified mail, to his last known address on record with the department or having notified the department of his intent to return to work, fails to report for duty on or before said fourteenth calendar day or effective day of the notice to return to work, whichever is later. Exceptions to this may be made by the City on the grounds of good cause for failure to notify or report. The officer will be advised during layoff processing of the necessity of a current address on record with the department.

Section 6 - Seniority Credits:

- A. In computing seniority, credit shall be given for all classified service in the Police Department, except that a resignation or discharge shall be considered a break in service and seniority credit shall not be given for any service rendered prior to that break.
- B. Seniority credits for periods of absence from one class in order to temporarily fill in another position shall be credited in the former position.
- C. Seniority credit shall be allowed upon return from absence from a position in the classified service as a result of disability retirement, not to exceed three years. This seniority credit shall be used only in the computation of shift selection, days off, annual leave selection, layoffs and seniority points on promotion.
- D. In the event an officer is separated from the department as a result of disciplinary action and subsequently reinstated to his position, as a result of arbitration, commission or court decisions, his seniority shall be maintained from the original date of hire unless the arbitrator, commission or court orders otherwise.

ARTICLE 10

COMPENSATION

Section 1 – Salary and Educational Incentives:

Employees represented by the Lemoore Police Officers Association (POA) shall be paid in accordance with the City Council approved Salary Schedule.

Section 2 – Bonuses and Incentives:

- A. **Longevity Bonuses:** Effective through the term of this MOU, the City will continue to provide longevity bonuses for Officers as per the following schedule:
- i. \$5,000 upon completion of the 5th year of consecutive service
 - ii. \$5,000 upon completion of the 10th year of consecutive service
 - iii. \$5,000 upon completion of the 15th year of consecutive service
 - iv. \$5,000 upon the completion of the 20th year of consecutive service
 - v. \$5,000 upon the completion of the 25th year of consecutive service (retroactive to officers who have passed the 20th year.)
- B. **Spanish Proficiency Pay:** Effective through the term of this MOU, the City will provide Spanish Proficiency pay, which will be calculated and paid at 2.5% of base pay. Spanish Language Proficiency will be tested and/or verified in a manner to be determined by the City, and begin in the month following verification. Any cost associated with the testing will be borne by the employee.
- C. **Duty/Assignment Pay:** Effective through the term of this MOU, the City will provide the following incentive pays for specialty duties:
1. Field Training Officer: Employees assigned as Field Training Officers will receive a premium pay of \$2.00 per hour while actually spent training a designated trainee.
 2. Narcotics Task Force: Employees assigned as to the Narcotics Task Force will receive a premium pay equal to 3.5% of their base pay for the duration of the assignment.
 3. Gang Task Force: Employees assigned as to the Gang Task Force will receive a premium pay equal to 3.5% of their base pay for the duration of the assignment.
 4. Detective: Employees assigned as a Detective will receive a premium pay equal to 3.5% of their base pay for the duration of the assignment. Detectives will be available for rotational duty to receive calls related to their primary duties and for callback, including the expectation of response time, outside of their regular working hours as prescribed by Department policy. Detectives, during their assigned rotation, will be compensated for time worked for official phone calls taken or made while off-duty. Time spent in such activity that is less than 10 minutes is considered as de minimis and not compensable.
 5. Youth Development Officer: Employees assigned as a Youth Development Officers will receive a premium pay equal to 3.5% of their base pay for the duration of the assignment.
 6. Motorcycle Officer: Employees assigned as a Motorcycle Officers will

receive a premium pay equal to 3.5% of their base pay for the duration of the assignment.

7. Canine Officer: Employees assigned to maintain police canines in their homes will receive premium pay equal to 10% of their base pay as full compensation for those hours spent in the home-care of their assigned animals. This compensation is agreed to satisfy any requirements of the Fair Labor Standards Act in that it represents appropriate compensation for the fluctuating, unsupervised, and unrecorded compensable hours of work.
8. POP Officer: Employees assigned to Problem-Oriented Policing will receive a premium pay equal to 3.5% of their base pay for the duration of the assignment.

- D. **Tuition Reimbursement**: Effective through the term of this MOU, the City agrees, that for employees covered under this MOU, the amount of funding under the tuition reimbursement program will be \$1,500 per year for lower-division coursework and \$3,000 per year for upper-division coursework.

ARTICLE 11

COURT APPEARANCES AND CALLBACKS

Section 1 - Court Appearances:

Minimum Payments. When an employee is required to appear in court as a result of his or her official duties, during the employee's non-scheduled work period, the employee shall receive, at the employee's option, a minimum of three (3) hours pay or compensatory time off at the rate of one and one-half (1.5) the employee's regular rate of pay.

Section 2 - Call Backs:

Call back time is defined as when an employee is called back to work after the completion of a normal workday to perform work for the department, except when an employee is called to work one hour or less prior to the employee's work schedule. When an employee is called back to work, the employee shall receive, at the employee's option, a minimum of three(3) hours pay or compensatory time off at the rate of one and one-half (1.5) the employee's regular rate of pay.

ARTICLE 12

CLOTHING

Section 1 - Uniform Allowance:

- A. The City shall provide the following equipment to newly hired Police Officers and Corporals:

- One pair pants – B Class (style #74326 - Midnight Navy)
- One long sleeve shirt – B Class (style #72345 - Midnight Navy)
- Two short sleeve shirt- B Class (style #71177 - Midnight Navy)
- One pair Class A pants (Midnight Navy)
- One long sleeve Class A shirt (Midnight Navy)
- One Double Duty jacket (style #48096 - black)
- One pair boots (black)
- One Tie with tie bar
- Two name tags
- One duty belt with all department issued equipment
- One body armor vest

Upon separation of employment with the Lemoore Police Department, all duty gear and other assigned gear shall be returned, as well as all City patches.

- B. For officers assigned to the motorcycle traffic unit, the City shall furnish safety equipment consisting of: a motorcycle helmet with communications equipment, a leather police jacket, or optional type jacket approved by the Division Commander, one (1) pair winter gloves. The City will also provide for two (2) pair of uniform riding breeches and one (1) pair of motorcycle boots. Should the uniform breeches, boots be damaged as a direct result of the motorcycle assignment, replacement by the City will be evaluated on a case by case basis. Replacement of motorcycle boots due to normal wear and tear will be based on approval by the Division Commander. All other uniform related replacement will be the responsibility of the motor officer and will fall under the annual uniform allowance stipend.
- C. Officers assigned to the Central Valley SWAT Team will be provided the necessary uniforms and equipment as listed in the Central Valley Regional SWAT Policies AND Procedures Manual.
- D. Officers assigned to Gang Task Force will be provided two (2) sets of complete uniforms and a tactical vest required of their assignment. Uniform replacement after initial assignment will be the responsibility of the individual officer and shall fall under the annual uniform allowance stipend.

For the term of this Agreement only, the City shall pay a uniform allowance of \$1200, by separate check, for maintaining said safety equipment. The uniform allowance shall be paid the last pay period of November 2021.

- E. The City agrees to repair or replace both personal and City-owned uniforms, equipment and property damaged or destroyed on duty unless gross negligence can be

shown on the part of the officer. Repair or replacement of the following items shall not exceed the following costs: Watches, actual cost not to exceed \$25.00; corrective lens, excluding frames, actual cost not to exceed reasonable replacement of damaged item(s); eyeglass frames not to exceed \$65.00. Receipts will be required prior to payment by the City. Repair or replacement of non-listed items shall not exceed reasonable costs for only those items that are normally associated with an officer's on duty status.

Section 2 - Body Armor:

Body armor shall be replaced as follows:

- A. At the employee's request, the City agrees to replace all protective body armor no later than one hundred eighty (180) days after the expiration of any manufacturer's warranty regarding the fitness of the product to perform its intended function.
- B. The City will not permanently issue used body armor without the consent of the Union.

Section 3 - Service Weapons:

The City agrees to furnish all newly hired officers with a duty firearm, ammunition, and carrier upon their date of hire.

ARTICLE 13

ACTING PAY

The provisions of this section outline the circumstances when an employee will receive compensation for the performance of duties in a higher classification than they normally perform. The following criteria must be met:

1. The performance of the duties of the higher classification must encompass the full range of responsibilities of the higher classification.
2. The performance of such duties must be for an extended period of time, wherein a need exists to fulfill the duties and responsibilities of the vacant position. An extended period of time is generally considered as an assumption of duties and responsibilities that will last in excess of two (2) weeks.
3. Out-of-Class compensation shall be allowed only after written recommendation of the Department Head and concurrence by Human Resources with approval by the City Manager. Recommendation and designation shall be accomplished prior to the assumption of higher classification responsibilities

4. Out-of-Class pay shall only be authorized for those individuals whom are working out of class with the City actively recruits for a permanent vacancy, and all other provisions of CalPERS Circular 200-021-18.
 5. Rate of pay will be the greater of 5% above the employee's regular pay rate or the minimum (Step 1) of the higher position's pay range.
 6. Personnel Action Forms are required in advance to document change in pay rate for the duration of the assignment.
 7. Under this provision, out of class pay will be paid retroactively beginning day 1, upon approval of the out of class pay by the City Manager.
 8. When the assignment is complete, the employee's salary shall be readjusted to its previous level. The employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.
-

ARTICLE 14 DISABILITY INSURANCE

The City agrees to offer employees the option to purchase voluntary long term disability insurance through PORAC. Employees are to be responsible for 100% of the premiums.

ARTICLE 15 HEALTH INSURANCE AND CAFETERIA PLAN

Section 1 – Premium Shares:

The City's contribution to the employees' health benefits covered by the City's cafeteria plan will equal up to \$1710.00 monthly for each employee for covered plan year 2022. The benefit shall remain \$1625.00 monthly for the 2021 covered plan year. Any health benefit coverage the employee chooses from the health insurance plan which the City's contribution does not cover will be the employee's responsibility. The employee may use his or her Flexible Spending benefits, if she or he has elected such benefits, to pay for any premium cost above the City's contribution. If the employee elects health benefit coverage that costs less than the City's maximum contribution, the City will not pay the difference between the employee's premium costs and the City's maximum contribution. Health insurance costs will be deducted bi-weekly

(24 times) from the employee's gross paycheck.

Section 2 – Health and Benefits Committee:

- A. The City and the Union agree to continue using the Health and Benefits Committee for the review of benefits plans and to formulate recommendations regarding changes in those programs.
- B. The City agrees that the Union may designate one committee member to represent the interests of the Union.
- C. The Union representative will be responsible for notifying the City and the Health Benefits Committee, in the event the Union does not agree with a committee recommendation.
- D. Unless the Union representative notifies the City of a disagreement, per Section C above, the parties agree that the Committee process will fulfill all meet and confer obligations.

Section 3 – Health Insurance Opt-Out:

The City will no longer provide health insurance opt out benefits to new employees or to those who do not currently receive the insurance opt out. "Currently" will be defined as those employees receiving health insurance opt out benefits as of October 15, 2017. Employees who currently receive health insurance opt out benefits, can continue to receive it until they are no longer employed by the City or if they choose to receive health insurance. Health insurance opt out benefit allocations shall remain at the same rate of \$359.52, regardless of increase in health insurance benefits or contributions by the City for health insurance.

ARTICLE 16

DEFERRED COMPENSATION

The City will continue to provide a dollar-for-dollar match, up to 3% of the employee's base wage, for voluntary employee contributions into the deferred compensation program. The City match will be capped at 3%.

ARTICLE 17

CATASTROPHIC LEAVE

- a. Catastrophic leave benefits have been established for City employees who have exhausted all accumulated vacation, sick leave and compensatory time off. The purpose of this benefit is to provide a portion or all of the employee's pay during the time the employee would otherwise be on medical leave of absence without pay pursuant to the City's Personnel Rules. Catastrophic leave benefits are contingent on the receipt of donated time in the manner described below.
- b. Catastrophic leave shall conform to the guidelines for leave of absence without pay set forth in the City's Personnel Rules except that, during the portion of the leave of absence that is also catastrophic leave, the employee will be paid. Although employees on catastrophic leave will receive catastrophic pay, for all other purposes, except as indicated below, such employees will be considered on leave of absence without pay pursuant to the City's Personnel Rules and they shall not accrue any leave rights while on catastrophic leave.
- c. **In no event, may an employee take more than six (6) months of catastrophic leave during any twelve (12) month period. To calculate the remaining leave entitlement, the balance shall be any balance of the six (6) months that has not been used during the immediately preceding 12 months.**
- d. Catastrophic leave and leaves of absence without pay shall run concurrently.
- e. An employee is eligible for catastrophic leave when the employee faces injury, prolonged illness (based on documented medical evidence), or death of the employee or a family member which will result in the employee being absent from work. Family members include the employee's spouse, parent, child, foster child, or other family member approved by the City Manager.
- f. Catastrophic leave requests are not accepted, or considered, for pregnancy related leave. Any event during pregnancy or birth that has resulted in a significant medical condition or illness may be considered.
- g. Any City employee may donate vacation and/or compensatory time to any covered employee who meets the conditions described above. Employee may not donate sick leave, holiday, floating holiday, or any other leaves.

- h. Employees (or their designees) requesting establishment of a catastrophic leave bank must submit a written request to Human Resources. The request must provide sufficient information to enable the City Manager, or designee, to determine whether the reason for the leave qualifies as catastrophic. This information will be maintained confidentially to the extent required by law. Catastrophic leave requests for injury/illness must include supporting medical verification from a licensed physician. Leave requests must include the estimated date of return to work.
- i. Catastrophic leave may be considered for an employee who has not exhausted all of his or her personal sick leave due to the Family Sick Leave policy (cap of 48 hours per fiscal year). In the event that the City Manager authorizes catastrophic leave based on the information provided by the employee, the employee will be allowed to use remaining sick leave balances during the approved catastrophic leave period. No request for leave hour donations will be requested from other employees, until such time that leave balances of the requesting employee have been exhausted.
- j. Human Resources will canvass employees for leave donations and donations are voluntary.
- k. Donations must be made on the City-approved authorization form submitted to Human Resources to be deducted in the order received. All donations are irrevocable. Donations are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
- l. Donations must be a minimum of two (2) hours. The donated hours will be allocated to the requesting employee on an hour for hour basis.
- m. Health insurance coverage and retirement contributions will continue in the same manner as if the recipient employee was on sick leave. The recipient employee will not accrue sick leave or vacation benefits while using catastrophic leave.
- n. Catastrophic leave shall be terminated when one or more of following occurs:
 - i. The employee has exhausted six (6) months of catastrophic leave during the period defined in Section 60-10, II(c) above.
 - ii. The employee has exhausted all of his or her rights under the City's Personnel

Rules for unpaid medical leaves of absence, whether paid in part or in full from catastrophic leave.

- iii. Donated leave balance has been exhausted.
 - iv. Death of the ill or injured employee or subject family member.
 - v. The employee returns to full-time, active City employment
-

ARTICLE 18

RETIREMENT

Section 1 – Classic Members:

- A. Sworn officers hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” of the California Public Employee’s Retirement System (CalPERS) as defined by the Public Employees’ Pension Reform Act of 2013 (PEPRA) shall participate in the 2% @ 50 retirement plan as classic members.
- B. Effective January 1, 2015, each represented employee not currently contributing to the employee cost of the PERS retirement benefit (“classic employees”) shall commence paying 2% (two percent) of the cost of the employee’s contribution currently paid by the City. The City shall continue to pay the remaining cost of the classic employee’s cost of retirement.
- C. Effective January 1, 2016, each represented classic employee shall pay an additional 2% (two percent) of the cost of the employee’s contribution currently paid by the City, for a total classic employee contribution of 4% (four percent). The City shall continue to pay the remaining cost of the classic employee’s cost of retirement.
- D. Effective January 1, 2017, each represented classic employee shall pay an additional 2% (two percent) of the cost of the employee’s contribution currently paid by the City, for a total classic employee contribution of 6% (six percent). The City shall continue to pay the remaining cost of the classic employee’s cost of retirement.

Section 2 – New Members:

- A. Sworn officers hired on or after January 1, 2013 and designated as “new members” of CalPERS as defined by PEPRA shall participate in the 2.7% @ 57 retirement plan as new members.

- B. New members pay the entire employee contribution rate reviewed and set annually by CalPERS.

ARTICLE 19

HOLIDAYS

The City provides paid holidays on the following days:

New Year's Day	President's Day	Memorial Day	Independence Day
Labor Day	Veterans Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day	New Year's Eve	Martin Luther King, Jr. Day

Unless otherwise noted, holidays are compensated at the rate of eight (8) hours. If a holiday falls on a Saturday, the City shall provide pay for Friday. If a Holiday falls on a Sunday, the City shall provide pay for Monday.

Safety Employees have the option to use the paid holiday or alternate day if scheduled on a holiday, or get paid in lieu of the holiday. Employees must make their election to receive Holiday-In-Lieu pay prior to the beginning of the fiscal year. Holiday-In-Lieu benefits shall be compensated in the pay period in which the holiday occurs.

FLOATING HOLIDAYS

Additionally, the City shall provide the following with respect to Floating Holiday:

- a. Employees shall earn 48 hours of Floating Holiday for Fiscal Year 2022.
- b. Employees may cash out up to thirty (30) hours of floating holiday time between payroll dates occurring on July 16, 2021 through December 31, 2021.
- c. The Floating Holiday will be accrued by all regular employees as of the first day of each Fiscal Year.
- d. Floating Holiday hours will be prorated based on the number of remaining pay periods in a fiscal year for any employee hired after July 1 of each year.
- e. Floating Holidays may be used at any time during the year upon approval of a supervisor, including the days directly before and after a City holiday. Supervisor approval of use of Floating Holidays is required prior to utilizing the Floating Holiday leave. Use of Floating Holiday leave may not result in the need for additional overtime to cover shifts.

- f. The Floating Holidays must be used within the Fiscal Year in which they are accrued. Any Floating Holiday hours which have not been cashed out, or taken, by the end of the fiscal year in which they were accrued, will be forfeited back to the City.
- g. Authorization for use of the Floating Holidays will be subject to the approval of the employee's supervisor.

ARTICLE 20

VACATION

Vacations are considered essential to the employee's welfare and they are granted by the City to allow employees relaxation and rest from their duties. All full-time regular employees shall be entitled to annual leave with pay as provided below.

Section 1 - Vacation Allowance:

Employees are entitled to an annual paid vacation after completion of service with the City as follows:

MONTHS OF SERVICE	DAYS OF VACATION PER YEAR	Bi-Weekly ACCRUAL	MAXIMUM ACCRUAL
0 to 24 months of service	11	3.39 hours	226 hours
25 to 48 months of service	13	4.00 hours	258 hours
49 to 108 months of service	15	4.62 hours	290 hours
109 to 168 months of service	18	5.54 hours	338 hours
169 to 239 months of service	19	5.85 hours	354 hours
240 months and above	20	6.16 hours	370 hours

Vacation accruals will occur on a bi-weekly basis.

Section 2 - Vacation Accumulation:

Vacation accruals can be carried from year to year, as long as the employee does not exceed the maximum accruals noted above. In the event the City is unable to schedule vacation and an employee is subject to loss of accrued earnings, the employee shall be permitted to utilize such vacation prior to such loss.

Section 3 - Continuous Service Defined:

- A. Continuous service shall mean service in the classified service in any classification since original regular appointment, excluding any time prior to a break in service.
- B. As used in this Section, years of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation pay.
- C. Neither military leave nor leaves of absence without pay shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

Section 4 - Vacation Scheduling:

The time at which an employee may take his or her vacation shall be determined by the Department Head, with due regard for the wishes of the employee and the needs of the department.

Section 5 - Vacation Allowance For Employees Upon Separation:

When an employee is separated from service, for any reason, he or she shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned.

ARTICLE 21

OVERTIME PROVISIONS

Section 1 - Overtime Hours:

The work day for members shall be 8, 10 or 12 hours. Pursuant to Section 7(k) of the FLSA, the City has established a 14 day work period for law enforcement personnel. Employees, in a given 14 day work cycle, will receive overtime compensation for all hours worked (including vacation time and sick leave) over 80. All overtime hours worked must be approved by a supervisor.

Section 2 - Overtime Compensation:

Employees working overtime hours will be compensated in one of two ways: Overtime Pay or Compensatory Time Off. Overtime Pay is paid at 1 ½ times the regular pay rate. Compensatory Time Off is accrued at 1 ½ hours for each hour worked.

Employees may choose to take either Compensatory Time Off or Overtime Pay for all hours worked in excess of 80 hours in a 14 day work cycle.

Section 3 - Compensatory Time Off Provisions:

Employees can accrue compensatory time off for overtime hours worked. The department head or designee must approve use of compensatory time. It is advisable that employees submit compensatory time off requests as far in advance as possible.

Employees may accrue up to 300 hours of Compensatory Time Off. In order to maintain a balance below the maximum of 300 hours, the Chief may request that the employee use accrued compensatory time.

Section 4 - Compensatory Time Cash Out Provisions:

For the term of this Agreement only, employees may cash out up to 35 hours of compensatory time per fiscal year; however, City is under no obligation to pay out more than is allocated in the Police Department's Overtime Budget. Payment of compensatory time in this manner will take place on the last pay period of November.

It is advisable that employees submit requests to cash out compensatory time as far in advance as possible. Requests to cash out will be honored on a first-come, first-served basis.

ARTICLE 22

HOURS OF WORK

4/10, 5/8 and 12-hour Shift Plans.

Each week of service shall consist of five (5) eight (8)-hour workdays, or four (4) ten (10)-hour workdays, or twelve (12) hour workdays shift schedule. Significant efforts shall be made by the City to ensure continuous days off when possible.

ARTICLE 23

ADDITIONAL BENEFITS

For the duration of this MOU, City employees shall have the right to the following benefits:

- A. No registration fees for employee dependent children for any City operated sport
- B. City employees may rent City facilities, including the Civic Auditorium, Veterans Hall, park gazebos, etc., for a cumulative total of six (6) hours, free of charge. Availability is not guaranteed and is on a first come/first serve bases.

ARTICLE 24

SEVERABILITY OF PROVISIONS

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provision of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

ARTICLE 25

HOME BUYER'S PROGRAM

Permanent Full-Time Employees are eligible to apply for and receive a loan in the amount of fifteen thousand dollars (\$15,000.00) to be used for the purchase of a home within the City limits. The home purchased must be the employee's primary residence. If any change in residence by the employee occurs or the employee sells the home the loan, or the pro-rata portion of the loan owed at the time, must be repaid to the City within 30 days from the change in residence or at the close of escrow, whichever occurs first. Employee agrees a lien will be placed on the property in the amount of the loan. For each year of employment with the City following the date of the loan, \$1,500.00 will be forgiven.

After 10 years of employment with the City, the loan will be forgiven in total. If employment ceases, either because of termination, resignation, layoff or for any other reason, prior to the completion of 10 years of service, the amount owed at the time of cessation of employment must be repaid immediately. In order to ensure the City receives the funds owed should employment cease, the employee and the association agree that the amounts owed will be deducted automatically from the employee's last paycheck as outlined in the promissory note a copy of which is attached as Appendix 2. After 10 years or any time after the amount has been repaid to the City, the employee may be eligible for a second loan in the same amount for a new home within City limits under the same restrictions and terms as outlined above.

Funds available for the Home-Buyer Program are subject to budget approval from City Council, and shall be disbursed on a "first-come, first-served" basis citywide. All funds allocated in a fiscal year are eligible for disbursement, even if under the \$15,000 allocation. The intent is to ensure that all funds can be used in a fiscal year. The City agrees that individuals requesting loans will remain on the list for ninety (90) days. Upon 90 days, if the employee is not in escrow, their name will be removed and they will be required to reapply.

Upon satisfaction of the term, the City Manager will release the public safety employee from responsibility of the loan, unless there is a conflict of interest between the City Manager and the employee pursuant to Government Code section 1090.

ARTICLE 26

TERM OF AGREEMENT

The term of this MOU shall be one fiscal year from July 1, 2021 through June 30, 2022. This MOU shall apply to employees within job classifications covered by this MOU and in the City's active employment on the effective date of this Agreement and thereafter.


On, or after, July 16, 2021, either party can reopen this Agreement for good faith negotiations with respect to use of American Recovery Plan Act funds as it relates to premium pay for essential workers and/or merit increases.

Ninety (90) days prior to the termination of this MOU, the Union or City shall notify the other party in writing if it wishes to modify the MOU. In the event that such notice is given, negotiations shall begin as soon as possible after the notice but not later than April 15, 2022. This Agreement shall remain in full force and be effective during the period of negotiations and until written notice of impasse or termination of this Agreement is provided to the other party.

CITY OF LEMOORE



Mary Lerner
Agency Negotiator



Michelle Speer
ACM/ASD

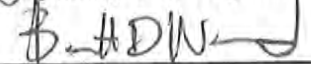
ASSOCIATION OFFICERS



Mark Pescatore
Bargaining Unit Negotiator



Jonathan Moritz
Bargaining Unit Negotiator



Brett Ward
Bargaining Unit Negotiator



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

Item No: 4-6

To: Lemoore City Council
From: Michelle Speer, Assistant City Manager/Admin. Services Director
Date: June 7, 2023 **Meeting Date:** June 27, 2023
Subject: Side Letter #2 between the City of Lemoore and the Lemoore Police Professional Services Bargaining Unit (PPSBU) for MOU 2022

<input type="checkbox"/> Safe & Vibrant Community	<input type="checkbox"/> Growing & Dynamic Economy
<input type="checkbox"/> Fiscally Sound Government	<input checked="" type="checkbox"/> Operational Excellence
<input type="checkbox"/> Community & Neighborhood Livability	<input type="checkbox"/> Not Applicable

Proposed Motion:
Approve the Side Letter #2 agreement between the City of Lemoore and the Lemoore Police Professional Services Bargaining Unit (PPSBU).

Subject/Discussion:
Side Letter #2 will be provided at the City Council meeting as a handout.

Financial Consideration(s):
None.

Pros/Cons:
None noted.

Recommendation:
Staff recommends approval of Side Letter #2 agreement between the City of Lemoore and the Lemoore Police Professional Services Bargaining Unit (PPSBU).

Attachments:	Review:	Date:
<input type="checkbox"/> Resolution:	<input type="checkbox"/> Asst. City Manager	
<input type="checkbox"/> Ordinance:	<input checked="" type="checkbox"/> City Attorney	6/23/2023
<input type="checkbox"/> Map	<input checked="" type="checkbox"/> City Clerk	6/23/2023
<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> City Manager	
<input type="checkbox"/> Other	<input type="checkbox"/> Finance	
List:		

ARTICLE 1 INTRODUCTION

Section 1 - Purpose:

This Memorandum of Understanding, hereinafter referred to as "MOU", entered into by the City of Lemoore, hereinafter referred to as "City", and the Lemoore Police Department Professional Services Bargaining Unit, hereinafter referred to as "Union", has as its purpose the creation of a full and entire understanding of the parties regarding the matters set forth herein, reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment for the employees covered hereby. Pursuant to Government Code section 3505.1, this MOU is jointly submitted to the City Council and recommended for approval.

Section 2 - Full Understanding, Modifications, Waiver:

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or MOU by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this MOU.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved by the City Council.
- D. The waiver or breach of any term or condition of this MOU by either party shall not constitute a precedent in future enforcement of all its terms and provisions.
- E. Existing practices and/or benefits within the scope of representation per the Meyers-Milias-Brown Act (Government Code §3500, et seq.), which are not referenced in this Memorandum of Understanding, shall continue without change unless modified or abolished pursuant to the meet and confer process.

ARTICLE 2 NON-DISCRIMINATION

The City and the Union agree that each shall not discriminate in any aspect of employment or membership based on political affiliation, race, religious creed, color, national origin, ancestry, gender, marital status, sexual orientation, age, medical condition, physical disability, or any other protected class under applicable law.

ARTICLE 3 RECOGNITION

Section 1 - Definition of Bargaining Unit:

The City of Lemoore formally recognizes the Lemoore Police Department Professional Services Bargaining Unit as the exclusive recognized Public Safety employee organization consisting of all Lemoore Police Professional Services employees.

Section 2 - New and/or Changed Classifications:

If new classifications are established by the City and added to the bargaining unit or if the duties of existing classifications are substantially changed, a proposed wage scale shall be assigned thereto, and the City shall forward the new or changed class and proposed wage to the Union for review. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class, and only if so requested by the Union.

ARTICLE 4 UNION SECURITY

Section 1 – Dues and Other Deductions:

It is agreed that Union dues and other deductions, as may be properly requested, and lawfully permitted, shall be deducted in accordance with the provisions of applicable State law on a bi-weekly (24 times per year) basis by City from the salary of each employee within the unit who files with the City a written authorization requesting the deductions be made. Remittance of the aggregate amount of all Union deductions made from salaries of employees within the unit shall normally be made to the Union by City within seven (7) business days of the last payday of the month. It is agreed that the City assumes no liability for any actions taken pursuant to this section, and in accordance with Government Code section 1157.12, the Union agrees to indemnify and hold harmless the City from all claims, demands, suits or other forms of liability that may arise against City for or on account of any deduction made from the wages of such employees pursuant to this MOU.

Section 2 – Uninterrupted Provision of Service:

It is agreed that the continued and uninterrupted provision of service to the public is of paramount importance. Therefore, City agrees that it will not lock out employees, and Union agrees that neither the Union, nor any person acting on its behalf, nor any employee in a classification represented by the Union, nor any combination thereof, shall cause, authorize, engage in, encourage, or sanction a work stoppage or slow down against the City, or the concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another Bargaining Unit to engage in such activity.

If the City determines to its satisfaction that an employee is, or has, engaged in any activity prohibited by Paragraph 1 of Section 2 of this Article, the City may withhold that employee's wages and other City-paid benefits and/or take whatever other action it deems appropriate.

If employees covered by this MOU or the City determines to its satisfaction that the Union is, or has, engaged in any activity prohibited by Paragraph 1 of Section 2 of this Article, the

City may take legally available remedial action.

The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this MOU and to make every reasonable effort toward inducing all employees to fully and faithfully perform their duties, recognizing with City that all matters of controversy within the scope of the MOU shall be settled by the grievance procedure contained in City's Personnel Guidelines or other legally available remedies.

Nothing in this Article prejudices the position of either party regarding the legality of strikes in the State of California.

ARTICLE 5 RIGHTS OF PARTIES

Section 1 - Employee Rights:

- A. Employees shall have the right to refuse to join or participate in any employee organization, and shall have the right to represent themselves in their employment relations with the City. Pursuant to the U.S. Supreme Court's decision in *Janus v. AFSCME* (2018) 138 S.Ct. 2448, employees who exercise such right of refusal or self-representation shall not have any union dues or union-related fees deducted from their salary.
- B. No person, in the City or Union, shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee or group of employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining in accordance with the Meyers-Milias-Brown Act, or in the free exercise of any other right under this MOU.
- C. The provisions of this MOU shall be applied equally to all employees without discrimination as to political affiliation, race, religious creed, color, national origin, ancestry, sex, marital status, sexual orientation, age, medical condition or physical disability, any other protected class under applicable law.
- D. Any reference in this document to gender is to be construed as applying to employees all employees regardless of gender..
- E. No person shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee in the free and lawful exercise of their right of free speech except when acting as an agent or employee of the City, where the employee's actions or speech, when acting in their official capacity, is reasonably likely to result in disruption to the efficient operation of the City's government functions, or as otherwise authorized by applicable law.

Section 2 - Management Rights:

The Union recognizes that the Rights of the City derive from the Constitution of the State of California and the government Code and not from this MOU.

The Union recognizes and agrees that the exercise of the express and implied powers, rights, duties and responsibilities by the City, such as the adoption of Policies, Rules, Regulations and Practices and the use of judgment and discretion in connection therewith shall be limited

only by the specific and express terms of this MOU and the City's obligations under California Government Code sections 3500 et seq. (Meyers vs Miliias Brown Act).

The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its Municipal Services and work force performing these services limited only by the specific and express terms of this MOU. The exclusive rights of the City shall include but not be limited to, the right to determine the reorganization of City government and the mission of its constituent agencies; to determine the nature, quantity and quality of services to be offered to the public and to determine the means of operations, the materials and personnel to be used, and the right to introduce new or improved methods or facilities and to change or alter personnel, methods, means, materials and facilities; to exercise control and discretion over its organization and operation through its managerial employees; to establish and effect Rules and Regulations consistent with the applicable law and the specific and express provisions of this MOU; to establish and implement standards of selecting City personnel and standards for continued employment with the City; to direct the work force by determining the work to be performed, the personnel who shall perform the work; to take disciplinary action; to relieve its employees from duty because of lack of work, funds or for other reasons; to determine whether goods or services shall be made, purchased or contracted for; and to otherwise act in the interest of efficient service to the community. The Union recognizes and agrees that the City retains its rights to take whatever actions it deems appropriate during an emergency, including suspension of specific appropriate terms of this MOU. The determination of whether an emergency is to be declared is solely within the discretion of the City. When an emergency is declared, the City shall immediately notify the Union. The Union agrees it will abide by such emergency decisions of the City during the time of the declared emergency. The City and the Union agree to meet and confer on related matters at the call of either party, as soon thereafter as practicable.

Where required by law, the City agrees, prior to implementation, to meet and confer with the Union over the impact of the exercise of a right of management upon the wages, hours and terms and conditions of employment on Bargaining Unit members unless the impact of the exercise of a right of management upon Unit members is provided for in this Memorandum of Understanding, City Rules and Regulations, or Departmental Rules and Regulations in place at the time this MOU becomes effective.

ARTICLE 6 UNION BUSINESS

Section 1 - Granting of Leave:

Members of the bargaining unit selected to serve as authorized representatives of the Union shall be certified in writing to the City. Each representative will be expected to perform his duties as a representative of the Union on his own time. However, it is recognized that from time to time it will be necessary for Union activities to be conducted during working hours; for example, investigation and processing of complaints, disputes, and grievances, and attendance at union meetings (not to exceed a reasonable amount of time). It is further recognized that there are reasonable limited deviations from this policy, such as posting of Union notices and distribution of Union literature, which do not require substantial periods of time. Where such activities are necessarily or reasonably to be performed during working hours, they may be done without loss of pay to the representative involved, provided the representative notifies his on-duty supervisor, whenever possible, prior to taking time from duty to engage in Union business that exceeds one hour. All Union activity will be reported on an appropriate

time reporting form provided by Management.

Section 2 - Negotiating Team:

Not more than two (2) members of the bargaining unit's negotiating team shall be allowed to attend and travel to and from collective bargaining negotiations for a successor to this Agreement in on-duty status. If a negotiations session is scheduled on the regular workday of a member, the member shall be entitled to his/her regular compensation payments regardless of the duration of the negotiations session or travel. However, compensation will not be paid for hours exceeding the members' normal work schedule.

Section 3 - Management / Labor Meetings:

The Police Chief, or designee, shall meet monthly, if necessary, with representatives of the Union. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party. On-duty time shall be provided for two (2) Union representatives, and may be increased if both parties mutually agree.

Section 4 - Attendance at Hearings:

Leave of absence with pay may be granted to officers of the Union, not to exceed two (2) officers, to attend grievance and arbitration hearings. Such leave will require prior approval of the City.

Section 5 - Donation of Vacation to Union Leave Bank:

The City agrees to the creation of a Time Bank established with voluntarily donated accrued paid leave (excluding sick time) for the use of Union officers for attendance at conference and/or training that will enhance the performance of their representational duties. The Union will amend its bylaws to establish an approval system to protect against abuse of this provision.

ARTICLE 7
ACCESS TO CITY FACILITIES AND INFORMATION

Section 1 - Access by Non-Employee Union Representatives:

Authorized non-employee Union representatives will be given access to non-secure work locations during working hours to investigate and process grievances or post bulletins on the bulletin board(s) without unreasonable interference with employee work. The Union shall give the department head and the City Manager a written list of such authorized Union Representatives. Only those people whose names appear on the current list shall be granted access under this provision.

Section 2 - Access to Recruits:

The Union Representative will be given a reasonable amount of on-duty time to meet with the new bargaining unit member with an end toward education of each employee of the rights and benefits under the collective bargaining agreement, as well as other Union benefits.

Section 3 - Access to City Information:

The City shall make available to the Union, upon its reasonable request, any existing information, statistics and records relevant to negotiations or necessary for proper enforcement of the terms of this agreement.

Section 4 - Access to City Communications System:

The City's interdepartmental messenger service may be used for communication between employees who are represented by the Union and between the paid staff of the Union's officers or officials.

Section 5 - Notice of City Council Meetings:

The City will make available to the Union a copy of each of the City Council's regular public meeting agenda in advance of the regular Council meeting.

Section 6 - Ballot Boxes:

The Union shall be permitted, with the prior notification to the Chief of Police, to place ballot boxes at Police Headquarters for the purpose of collecting members' ballots on all Union issues subjected to ballot, except ballots regarding job actions. Such boxes shall be the Property of the Union and neither the ballot boxes nor the ballots shall be subjected to the City's review.

ARTICLE 8 DISCIPLINE AND DISCHARGE

Disciplinary procedures are outlined in the City of Lemoore Personnel Guidelines.

ARTICLE 9 SENIORITY

Section 1 - Overall Seniority:

"Seniority" for the purposes of vacation accrual shall be computed on the basis of total uninterrupted length of continuous service with the City. Such seniority shall hereinafter be defined as "Department Seniority."

Section 2 - Department Seniority:

Department Seniority is defined as an employee's most recent period of unbroken, continuous service with the Police Department. Employees shall not attain department seniority until completion of the required probationary period, at which time department seniority shall relate back to the commencement of the most recent period of continuous employment with the Police Department.

Section 3 - Classification Seniority:

Classification seniority is defined as the period of most recent continuous service in the employee's classification. Employees shall not attain classification seniority until completion of the probationary period in the classification, at which time seniority classification shall relate back to the most recent date of appointment to such classification.

Section 4 - Ties in Seniority:

Whenever two (2) or more employees have the same hire date, the order of seniority shall be determined by lottery selection. The names of all employees having the same hire date will be drawn at random, one (1) name at a time until all names are drawn. The order of selection shall determine the order of seniority, with the employee whose name is drawn first having the greater seniority. Lottery selection will be made by the Chief or his representative in the presence of a Union representative.

Section 5 - Forfeiture of Seniority:

An employee shall forfeit seniority rights only for the following reasons:

- A. The employee resigned and has not been reinstated within two (2) years of the date of resignation;

- B. The employee is dismissed and is not reinstated;
- C. The employee is absent without leave for a period of five (5) scheduled working days or more. Exceptions to this may be made by the City on the grounds of good cause for failure to report;
- D. The employee retires on a regular service retirement.
- E. If, following a layoff, the employee fails or refuses to notify the department of his intention to return to work within fourteen (14) calendar days from the date written notice of such recall is sent, by certified mail, to his last known address on record with the department or having notified the department of his intent to return to work, fails to report for duty on or before said fourteenth calendar day or effective day of the notice to return to work, whichever is later. Exceptions to this may be made by the City on the grounds of good cause for failure to notify or report. The employee will be advised during layoff processing of the necessity of a current address on record with the department.

Section 6 - Seniority Credits:

- A. In computing seniority, credit shall be given for all classified service in the Police Department, except that a resignation or discharge shall be considered a break in service and seniority credit shall not be given for any service rendered prior to that break.
- B. Seniority credits for periods of absence from one class in order to temporarily fill in another position shall be credited in the former position.
- C. Seniority credit shall be allowed upon return from absence from a position in the classified service as a result of disability retirement, not to exceed three years. This seniority credit shall be used only in the computation of shift selection, days off, annual leave selection, layoffs and seniority points on promotion.
- D. In the event an employee is separated from the department as a result of disciplinary action and subsequently reinstated to his position, as a result of arbitration, commission or court decisions, his seniority shall be maintained from the original date of hire unless the arbitrator, commission or court orders otherwise.

ARTICLE 10 COMPENSATION

Section 1 – Salary and Educational Incentives

Employees represented by the Lemoore Police Professional Services Bargaining Unit shall be paid in accordance with the City Council approved Salary Schedule.

Section 2 – Bonuses and Incentives:

- A. **Spanish Proficiency Pay:** Effective through the term of this MOU, the City will provide Spanish Proficiency pay, which will be calculated and paid at 2.5% of base pay. Spanish Language Proficiency will be tested and/or verified in a manner to be determined by the City, and begin on the pay period following verification. Any cost associated with the testing will be borne by the employee.

- B. Educational Incentive Pay:
 - a. 2.5% for A.A. or A.S degree
 - b. 5.0% for BA or BS degree
- C. **Tuition Reimbursement:** Effective through the term of this MOU, the City agrees, that for employees covered under this MOU, the amount of funding under the tuition reimbursement program will be \$1,500 per year for lower-division coursework and \$3,000 per year for upper-division coursework.
- D. **Call-Back:** Employees called back for emergency non-scheduled work after the conclusion of the regular duty periods shall receive a minimum of two (2) hours call back paid at time and one-half (for purposes of determining whether or not callback time is paid at the overtime rate, vacation leave will count as time worked).
- E. **Stand-by Pay:**
 - 1. Employees of the City assigned to make themselves available for unanticipated call back during hours outside their normal work schedule will be provided a cell phone, or other communication device, and will be required to make themselves available to respond to work within a reasonable amount of time, if called.
 - 2. Any employee assigned stand-by duty and who does not respond if called in a reasonable amount of time or is not fit for duty if called will be subject to disciplinary action.
 - 3. The City agrees to compensate employees assigned to stand-by at the rate of \$22.00 per day for each day they are on stand-by. If an employee is assigned to less than 8 hours stand-by for any given day, the rate shall be \$11.00.
 - 4. The City will determine which employee(s) will be assigned to stand-by duty.
 - a. However with supervisor approval, that employee may trade their stand-by duty to an approved employee.
 - 5. The City agrees to provide a take home vehicle to be rotated to the employee assigned to weekend on-call duty in accordance with the City's Vehicle Use Policy.

ARTICLE 11 CLOTHING

Section 1 - Uniform Allowance:

- A. The City shall pay a uniform allowance of \$850 to be paid once in November 2021. This is provided to the following employees of this MOU who are required to wear uniforms:
 - Community Services Officer
 - Dispatcher
 - Evidence Technician
 - Records Technician

ARTICLE 12
HEALTH INSURANCE AND CAFETERIA PLAN

Section 1 – Premium Shares:

The City's contribution to the employees' health benefits covered by the City's cafeteria plan will equal up to \$1710.00 per month for each employee for covered plan year 2022. The benefit shall remain \$1625.00 monthly for the 2021 covered plan year. Any health benefit coverage the employee chooses from the health insurance plan which the City's contribution does not cover will be the employee's responsibility. The employee may use his or her Flexible Spending benefits, if she or he has elected such benefits, to pay for any premium cost above the City's contribution. If the employee elects health coverage that costs less than the City's maximum contribution, the City will not pay the difference between the employee's premium costs and the City's maximum contribution. Health insurance costs will be deducted bi-weekly (24 times per year) from the employee's gross paycheck.

Section 2 – Health and Benefits Committee:

- A. The City and the Union agree to continue using the Health and Benefits Committee for the review of benefits plans and to formulate recommendations regarding changes in those programs.
- B. The City agrees that the Union may designate one committee member to represent the interests of the Union.
- C. The Union representative will be responsible for notifying the City and the Health Benefits Committee, in the event the Union does not agree with a committee recommendation.
- D. Unless the Union representative notifies the City of a disagreement, per Section C above, the parties agree that the Committee process will fulfill all meet and confer obligations.

Section 3 – Health Insurance Opt Out benefits:

The City will no longer provide health opt out benefits to new employees or to those who do not currently receive health opt out benefits. "Currently" will be defined as those employees receiving health opt out benefits as of October 15, 2017. Employees who currently receive health opt out benefits, can continue to receive it until they are no longer employed by the City or if they choose to receive health insurance. Health opt out benefit payments shall remain at the same rate of \$359.52 per month, regardless of increase in health insurance benefits or contributions by the City for health insurance.

ARTICLE 13
STATE DISABILITY INSURANCE (SDI)

The City agrees to continue to pay the State Disability Insurance on behalf of the employee.

**ARTICLE 15
CATASTROPHIC LEAVE**

- a. Catastrophic leave benefits have been established for City employees who have exhausted all accumulated vacation, sick leave and compensatory time off. The purpose of this benefit is to provide a portion or all of the employee's pay during the time the employee would otherwise be on medical leave of absence without pay pursuant to the City's Personnel Rules. Catastrophic leave benefits are contingent on the receipt of donated time in the manner described below.
- b. Catastrophic leave shall conform to the guidelines for leave of absence without pay set forth in the City's Personnel Rules except that, during the portion of the leave of absence that is also catastrophic leave, the employee will be paid. Although employees on catastrophic leave will receive catastrophic pay, for all other purposes, except as indicated below, such employees will be considered on leave of absence without pay pursuant to the City's Personnel Rules and they shall not accrue any leave rights while on catastrophic leave.
- c. **In no event, may an employee take more than six (6) months of catastrophic leave during any twelve (12) month period. To calculate the remaining leave entitlement, the balance shall be any balance of the six (6) months that has not been used during the immediately preceding 12 months.**
- d. Catastrophic leave and leaves of absence without pay shall run concurrently.
- e. An employee is eligible for catastrophic leave when the employee faces injury, prolonged illness (based on documented medical evidence), or death of the employee or a family member which will result in the employee being absent from work. Family members include the employee's spouse, parent, child, foster child, or other family member approved by the City Manager.
- f. Catastrophic leave requests are not accepted, or considered, for pregnancy related leave. Any event during pregnancy or birth that has resulted in a significant medical condition or illness may be considered.
- g. Any City employee may donate vacation and/or compensatory time to any covered employee who meets the conditions described above. Employee may not donate sick leave, holiday, floating holiday, or any other leaves.
- h. Employees (or their designees) requesting establishment of a catastrophic leave bank must submit a written request to Human Resources. The request must provide sufficient information to enable the City Manager, or designee, to determine whether the reason for the leave qualifies as catastrophic. This information will be maintained confidentially to the extent required by law. Catastrophic leave requests for injury/illness must include supporting medical verification from a licensed physician.

Leave requests must include the estimated date of return to work.

- i. Catastrophic leave may be considered for an employee who has not exhausted all of his or her personal sick leave due to the Family Sick Leave policy (cap of 48 hours per fiscal year). In the event that the City Manager authorizes catastrophic leave based on the information provided by the employee, the employee will be allowed to use remaining sick leave balances during the approved catastrophic leave period. No request for leave hour donations will be requested from other employees, until such time that leave balances of the requesting employee have been exhausted.
- j. Human Resources will canvass employees for leave donations and donations are voluntary.
- k. Donations must be made on the City-approved authorization form submitted to Human Resources to be deducted in the order received. All donations are irrevocable. Donations are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
- l. Donations must be a minimum of two (2) hours. The donated hours will be allocated to the requesting employee on an hour for hour basis.
- m. Health insurance coverage and retirement contributions will continue in the same manner as if the recipient employee was on sick leave. The recipient employee will not accrue sick leave or vacation benefits while using catastrophic leave.
- n. Catastrophic leave shall be terminated when one or more of following occurs:
 - i. The employee has exhausted six (6) months of catastrophic leave during the period defined in Section 60-10, II(c) above.
 - ii. The employee has exhausted all of his or her rights under the City's Personnel Rules for unpaid medical leaves of absence, whether paid in part or in full from catastrophic leave.
 - iii. Donated leave balance has been exhausted.
 - iv. Death of the ill or injured employee or subject family member.
 - v. The employee returns to full-time, active City employment

ARTICLE 16 RETIREMENT

Section 1 – Classic Members:

- A. Employees hired prior to January 1, 2013, or those hired on or after that date that are not

designated as "new members" of the California Public Employee's Retirement System (CalPERS) as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA) shall participate in the 2% @ 55 Miscellaneous Retirement Plan.

- B. During the terms of this agreement only, the City agrees to continue to pay 100% of the employer and employee contributions.

Section 2 – New Members:

- A. Employees hired on or after January 1, 2013 and designated as "new members" of CalPERS as defined by PEPRA shall participate in the 2% @ 62 Miscellaneous Retirement Plan as new members.
- B. New members pay the entire employee contribution rate reviewed and set annually by CalPERS.

**ARTICLE 17
HOLIDAYS**

The City provides paid holidays on the following days:

New Year's Day	President's Day	Memorial Day	Independence Day
Labor Day	Veterans Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day	New Year's Eve	Martin Luther King Jr. Day

Unless otherwise noted, holidays are compensated at the rate of eight (8) hours. If a holiday falls on a Saturday, the City shall provide pay for Friday. If a Holiday falls on a Sunday, the City shall provide pay for Monday. An employee required to work on any of the Holidays identified above, will receive Holiday Pay. Holiday Pay is defined as a premium pay computed at the rate of one and one half times the normal rate of pay for every hour worked. This is in addition to the holiday compensation identified above.

FLOATING HOLIDAYS:

Additionally, the City shall provide the following with respect to floating holiday:

- a. Employees shall earn forty-eight (48) hours of Floating Holiday for Fiscal Year 2022.
- b. Employees may cash out up to twenty (20) hours of floating holiday time between payroll dates of July 16, 2021 and December 31, 2021.
- c. The Floating Holiday will be accrued by all regular employees as of the first day of each Fiscal Year.
- d. Floating Holiday hours will be prorated based on the number of remaining pay periods in a fiscal year for any employee hired after July 1 of each year.
- e. Floating Holidays may be used at any time during the year upon approval of a supervisor, including the days directly before and after a City holiday. Supervisor approval of use of Floating Holidays is required prior to utilizing the Floating Holiday leave. Use of Floating Holiday leave may not result in the need for additional overtime to cover shifts.

- f. The Floating Holidays must be used within the Fiscal Year in which they are accrued. Any Floating Holiday hours which have not been cashed out, or taken, by the end of the fiscal year in which they were accrued, will be forfeited back to the City.
- g. Authorization for use of the Floating Holidays will be subject to the approval of the employee's supervisor.

ARTICLE 18 VACATION

Vacations are considered essential to the employee's welfare and they are granted by the City to allow employees relaxation and rest from their duties. All full-time regular employees shall be entitled to annual leave with pay as provided below.

Section 1 - Vacation Allowance:

Employees are entitled to an annual paid vacation after completion of service with the City as follows:

MONTHS OF SERVICE	DAYS OF VACATION PER YEAR	Bi-Weekly ACCRUAL	MAXIMUM ACCRUAL
0 to 24 months of service	11	3.39 hours	226 hours
25 to 48 months of service	13	4.00 hours	258 hours
49 to 108 months of service	15	4.62 hours	290 hours
109 to 168 months of service	18	5.54 hours	338 hours
169 to 239 months of service	19	5.85 hours	354 hours
240 months and above	20	6.16 hours	370 hours

Section 2 - Vacation Accumulation:

Vacation accruals can be carried from year to year, as long as the employee does not exceed the maximum accruals noted above. In the event the City is unable to schedule vacation and an employee is subject to loss of accrued earnings, the employee shall be permitted to utilize such vacation prior to such loss.

Section 3 - Continuous Service Defined:

- A. Continuous service shall mean service in the classified service in any classification since original regular appointment, excluding any time prior to a break in service.
- B. As used in this Section, years of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation pay.
- C. Neither military leave nor leaves of absence without pay shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

Section 4 - Vacation Scheduling:

The time at which an employee may take his or her vacation shall be determined by the Department Head, with due regard for the wishes of the employee and the needs of the department.

Section 5 - Vacation Allowance For Employees Upon Separation:

When an employee is separated from service, for any reason, he or she shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned.

**ARTICLE 19
SICK LEAVE**

Sick leave accruals are to be earned as directed by the City of Lemoore Personnel Guidelines.

**ARTICLE 20
OVERTIME PROVISIONS**

Section 1 - Overtime Hours:

The work day for employee shall be 8, 9, 10 or 12 hours. Pursuant to Section 8(k) of the FLSA, the City has established an eighty (80) hour pay period. Employees, in a given pay period will receive overtime compensation for all hours worked in excess of eighty (80) hours. All overtime hours worked must be approved by a supervisor.

Section 2 - Overtime Compensation:

Employees working overtime hours will be compensated in one of two ways: Overtime Pay or Compensatory Time Off. Overtime Pay is paid at 1 ½ times the regular pay rate. Compensatory Time Off is accrued at 1 ½ hours for each hour worked.

Employees may choose to take either Compensatory Time Off or Overtime Pay for all hours worked in excess of eighty (80) hours in a pay period

Section 3 - Compensatory Time Off Provisions:

Employees can accrue compensatory time off for overtime hours worked. The department head or designee must approve use of compensatory time. It is advisable that employees submit compensatory time off requests as far in advance as possible.

Employees may accrue up to 136 hours of Compensatory Time Off. In order to maintain a balance below the maximum of 136 hours, the Chief may request that the employee use accrued compensatory time.

**ARTICLE 21
HOURS OF WORK**

4/10, 5/8 and 12-hour Shift Plans.

The work day for employee shall be 8, 9, 10 or 12 hours. Pursuant to Section 8(k) of the FLSA, the City has established an eighty (80) hour pay period.

ARTICLE 22

HOME BUYERS PROGRAM

Permanent full-time employees are eligible to apply for and receive a loan in the amount of twelve thousand five hundred dollars (\$12,500) to be used for the purchase of a home within the City limits. The home purchased must be in the employee's primary residence. If any change in residence by the employee occurs or the employee sells the home, the loan or the pro-rata portion of the loan owed at the time must be repaid to the City within 30 days from the change in residence or at the close of escrow, whichever occurs first.

Employee agrees a lien will be placed on the property in the amount of the loan. For each year of employment with the City following the date of the loan, \$1,250 will be forgiven.

After 10 years of employment with the City, the loan will be forgiven in total. If employment ceases, either because of termination, resignation, layoff or for any other reason, prior to the completion of 10 years of service, the amount owed at the time of cessation of employment must be repaid immediately. In order to ensure the City receives the funds owed should employment cease, the employee and the Union agree that the amounts owed will be deducted automatically from the employee's last paycheck as outlined in the promissory note (a copy of which is attached as Appendix 2). After 10 years or any time after the amount has been repaid to the City, the employee may be eligible for a second loan in the same amount for a new home within the City limits under the same restrictions and terms as outlined above.

Funds available for the Home-Buyer Program are subject to budget approval from City Council, and shall be disbursed on a "first-come, first-served" basis citywide. All funds allocated in a fiscal year are eligible for disbursement, even if under the \$12,500 allocation. The intent is to ensure that all funds can be used in a fiscal year. The City agrees that individuals requesting loans will remain on the list for ninety (90) days. Upon 90 days, if the employee is not in escrow, their name will be removed and they will be required to reapply.

Upon satisfaction of the term, the City Manager will release the employee from responsibility of the loan, unless there is a conflict of interest between the City Manager and the employee pursuant to Government Code section 1090.

ARTICLE 23

ADDITIONAL BENEFITS

For the duration of this MOU, City employees shall have the right to the following benefits:

- a. No registration fees for employee dependent children for any City operated sport
- b. City employees may rent City facilities, including the Civic Auditorium, Veterans Hall, park gazebos, etc., for a cumulative total of six (6) hours, free of charge. Availability is not guaranteed and is on a first come/first serve basis.

**ARTICLE 24
SEVERABILITY OF PROVISIONS**

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provision of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

**ARTICLE 25
TERM OF AGREEMENT**

The term of this MOU shall be July 1, 2021, through June 30, 2022. This MOU shall apply to employees within job classifications covered by this MOU and in the City's active employment on the effective date of this Agreement and thereafter.

On, or after, July 16, 2021, either party can reopen this Agreement for good faith negotiations with respect to use of American Recovery Plan Act funds as it relates to premium pay for essential workers and/or merit increases.

Ninety (90) days prior to the termination of this MOU, the Union or City shall notify the other party in writing if it wishes to modify the MOU. In the event that such notice is given, negotiations shall begin as soon as possible after the notice but not later than April 15, 2022. This Agreement shall remain in full force and be effective during the period of negotiations and until written notice of impasse or termination of this Agreement is provided to the other party.

CITY OF LEMOORE



Mary Lerner
Agency Negotiator

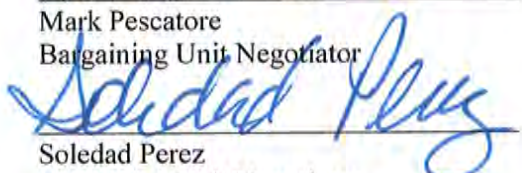


Michelle Speer
Assistant City Manager/Administrative
Services Director

UNION OFFICERS



Mark Pescatore
Bargaining Unit Negotiator



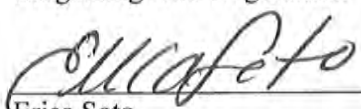
Soledad Perez
Bargaining Unit Negotiator



Jessica Henderson
Bargaining Unit Negotiator



Kristin Nichols
Bargaining Unit Negotiation



Erica Soto
Bargaining Unit Negotiation



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744 • Fax (559) 924-9003

Staff Report

Item No: 4-7

To: Lemoore City Council

From: Nathan Olson, City Manager

Date: June 14, 2023

Meeting Date: June 27, 2023

Subject: Potential Sale of Property located on the Northwest corner of Heinlen and D Streets, APN 020-0574-025 – 309 Heinlen Street (Antler Hotel)

Strategic Initiative:

- | | |
|-------------------------------------------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input checked="" type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approval of the ability of the owners to sell or transfer the property provided the terms and conditions as stated in the original agreement for the sale of the property located on the northwest corner of Heinlen and D Streets, Assessor's Parcel Number 020-054-025 remain.

Subject/Discussion:

The owner of the property located at northwest corner of Heinlen and D Streets, Assessor's Parcel Number 020-054-025, commonly referred to as the Antler Hotel, is interested in selling the property. The City used former Redevelopment Agency funding to make improvements to the property and placed a 55-year agreement to keep the property available for low and moderate income individuals. The covenant runs with the land and would need to be agreed to by subsequent owners.

This agenda item provides an opportunity for the Successor Housing Authority Board to consent to sale or transfer of the property.

Financial Consideration (s):

There is no cost to the City to sell or transfer the rights.

Alternatives or Pros/Cons:

Pros:

- If the property is sold, it will still remain as low-income housing.

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

No recommendation.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other:

DOF and County Correspondence

Review:

- ☐ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☐ City Manager
- ☐ Finance

Date:

6/23/2023

6/23/2023

Nathan Olson

From: Redevelopment Administration <RedevelopmentAdministration@dof.ca.gov>
Sent: Wednesday, June 21, 2023 2:37 PM
To: Nathan Olson
Subject: RE: transfer of ownership, RDA property

Good afternoon,

Finance does not have an opinion because the subject property does not belong to the Agency. Therefore, this is not a Dissolution Law matter and questions should be addressed to the City's legal counsel.

Thank you,

Redevelopment Administration

Office of State Audits and Evaluations | California Department of Finance | 📞 916 322-2985 | 📍 915 L Street - 6th floor, Sacramento, CA 95814

From: Nathan Olson <nolson@lemoore.com>
Sent: Tuesday, June 20, 2023 2:33 PM
To: Redevelopment Administration <RedevelopmentAdministration@dof.ca.gov>
Subject: RE: transfer of ownership, RDA property

Typo on original email.

From: Nathan Olson
Sent: Tuesday, June 20, 2023 2:04 PM
To: 'redevevelopmentadministration@dof.ca.gov' <redevevelopmentadministration@dof.ca.gov>
Cc: 'kristina.mckay@co.kings.ca.us' <kristina.mckay@co.kings.ca.us>
Subject: transfer of ownership, RDA property
Importance: High

Good afternoon. The City of Lemoore is looking for direction on steps to transfer property listed below. Below is a staff report I found from a previous transfer of this property.

The owner of the property located at northwest corner of Heinlen and D Streets, Assessor's Parcel Number 020-054-025, commonly referred to as the Antler Hotel, is interested in selling the property. The City used former Redevelopment Agency funding to make improvements to the property and placed a 55-year agreement to keep the property available for low and moderate income individuals. The covenant runs with the land and would need to be agreed to by subsequent owners.

What are next steps for the buyer to ensure agrees to the current covenants. Any direction you have would be helpful. Thanks you.

Nathan Olson
City Manager

From: [McKay, Kristina](#)
To: [Nathan Olson](#)
Cc: [Marisa Avalos](#)
Subject: RE: transfer of ownership, RDA property
Date: Thursday, June 22, 2023 11:57:30 AM

Hi Nathan,

I just spoke with our Director of Finance, and we agree that the Oversight Board does not need to approve this transfer either. If you have run it past the City's attorney and they approve of your course of action, you should be good to go.

Erik did ask me to remind you that the previous sales of the two properties owned by the Successor Agency do still need to be brought before the Oversight board for approval and subsequent submission to the Redevelopment Administration, unless those properties were included in an approved Long Range Property Management Plan.

Thanks,

From: Redevelopment Administration <RedevelopmentAdministration@dof.ca.gov>
Sent: Wednesday, June 21, 2023 2:37 PM
To: Nathan Olson <nolson@lemoore.com>
Subject: RE: transfer of ownership, RDA property

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To: 'redevevelopmentadministration@dof.ca.gov' <redevevelopmentadministration@dof.ca.gov>
Cc: 'kristina.mckay@co.kings.ca.us' <kristina.mckay@co.kings.ca.us>
Subject: transfer of ownership, RDA property
Importance: High

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What are next steps for the buyer to ensure agrees to the current covenants. Any direction you have would be helpful. Thanks you.

Nathan Olson
City Manager

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the contents are safe.



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Staff Report

Item No: 5-1

To: Lemoore City Council

From: Michelle Speer, Assistant City Manager/Admin. Services Dir.

Date: June 20, 2023

Meeting Date: June 27, 2023

Subject: Resolution 2023-18 – Adopting the Budget for Fiscal Year July 1, 2023 to June 30, 2024, Providing for the Appropriation and Expenditure of all Sums Set Forth in said Budget, Providing for the Transfers and Additional Appropriations and Repealing all Resolutions and Parts of Resolutions in Conflict Herewith

Strategic Initiative:

- | | |
|---------------------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input checked="" type="checkbox"/> Fiscally Sound Government | <input type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approve the recommended operating budget for Fiscal Year (FY) 2023-2024 and Budget Adoption Resolution 2023-18.

Subject/Discussion:

On June 19, 2023, Assistant City Manager Speer presented the proposed FY 2023-2024 to City Council in a Study Session.

Minor changes have been included in the budget proposal for adoption that were discussed during the Study Session and the final budget will be presented at the Council meeting.

Financial Consideration(s):

Total Revenues Less Expenditures for the General Fund for FY 2023-2024 is -\$731,432.

Alternatives or Pros/Cons:

The operating budget must be adopted no later than June 30, 2023 in order for City services to continue as planned. Failure to adopt the operating budget for Fiscal Year 2023-2024 by June 30, 2023 will prevent the City from being able to expend any funds until such time that a budget is adopted by City Council, resulting in decreased services to the community.

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends City Council adopt the Fiscal Year 2023-2024 proposed budget and approve Budget Adoption Resolution 2023-18.

Attachments:

- ☒ Resolution: 2023-18
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☐ City Manger
- ☐ Finance

Date:

6/23/2023
6/23/2023

RESOLUTION NO. 2023-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE ADOPTING THE BUDGET FOR THE FISCAL YEAR JULY 1, 2023, TO JUNE 30, 2024, PROVIDING FOR THE APPROPRIATION AND EXPENDITURE OF ALL SUMS SET FORTH IN SAID BUDGET, PROVIDING FOR THE TRANSFERS AND ADDITIONAL APPROPRIATIONS, ADOPTION OF THE COST ALLOCATION PLAN AND REPEALING ALL RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HERewith

WHEREAS, the City Council of the City of Lemoore, acting in its capacity as City Council to the City (“City Council”) has received and reviewed a Proposed Budget for the fiscal year July 1, 2023, through June 30, 2024; and

WHEREAS, after examination, deliberation and due consideration, the City Council has approved the same; and

WHEREAS, it is the intention of the City Council to adopt the said budget as presented as the Budget for the fiscal year 2023-2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEMOORE AS FOLLOWS:

1. That certain budget for the fiscal year July 1, 2023 - June 30, 2024, presently on file in the office of the City Clerk entitled, “CITY OF LEMOORE –2023-2024 ANNUAL BUDGET,” which is referred to and fully incorporated verbatim by this reference as though fully set forth herein, is hereby adopted as presented as the Annual Budget of the City of Lemoore for the fiscal year July 1, 2023 - June 30, 2024 (“FY 2023-2024 Budget”).
2. From and after the operative date of this Resolution the several amounts stated in the FY 2023-2024 Budget (hereinafter referred to as “adopted expenditures”) shall become and thereafter be appropriated to the offices, departments, accounts, objects and purposes stated therein for fiscal year 2023-2024 and said monies are hereby authorized to be expended for the purposes and objects specified in said FY 2023-2024 Final Budget.
3. Unless otherwise provided by law, from time to time during fiscal year 2023-2024, sums may be transferred from any appropriated item within a designated fund, or accounts within the same fund, unless expressly prohibited by law, to any other appropriated item within the same fund or funds as deemed necessary by the City Manager, or designee.
4. New and/or additional appropriations requiring the use of fund balance shall be made by minute order of the City Council if the new/amended appropriation requires the use of fund balance, in any fund. New appropriations and/or amendments to existing appropriations which shall have no effect on fund balance, will not require City Council approval.

5. No appropriations set forth in said FY 2023-2024 Budget shall be canceled in whole or in part except by resolution adopted by the affirmative vote of three-fifths (3/5ths) of all members of the City Council.
6. The City Manager, or designee, is hereby authorized by City Council to reflect and report all revenues, expenditures, transfers, receipts, and other transactions within the appropriate fund and/or account for fiscal year-end close processes and is granted authority to make adjustments as required by the year-end close process in order to accurately reflect fiscal year-end financial statements as required by state and federal law.
7. All resolutions and parts of resolutions in conflict herewith, including, but not necessarily limited to, such resolutions or parts of resolutions relating to compensation, allowances, cost allocation or benefits as may be in conflict herewith, are hereby expressly repealed.
8. This resolution shall be effective immediately upon its adoption, but shall be operative as of July 1, 2023. All expenditures of the City related to the City's 2023-2024 budget undertaken between July 1, 2023 and the date this Resolution is adopted are hereby approved and ratified.

PASSED AND ADOPTED by the City Council of the City of Lemoore at a Special Meeting held on the 27th day of June 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Marisa Avalos
City Clerk

Patricia Matthews
Mayor



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Staff Report

Item No: 6-1

To: Lemoore City Council

From: Michelle Speer, Assistant City Manager

Date: June 14, 2023

Meeting Date: June 27, 2023

Subject: Resolution 2023-19 – Authorizing a Continuing Budget Resolution to Commence on July 1, 2023 and to end on July 18, 2023, Pending the Adoption of a 2023-2024 Fiscal Year City Budget

Strategic Initiative:

- | | |
|-------------------------------------------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input checked="" type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approval of Resolution 2023-19, Authorizing a Continuing Budget Resolution to Commence on July 1, 2023 and to end on July 18, 2023, Pending the Adoption of a 2023-2024 Fiscal Year City Budget

Subject/Discussion:

The operating budget must be adopted no later than June 30, 2023 in order for City services to continue as planned. Failure to adopt the operating budget for Fiscal Year 2023-2024 by June 30, 2023 will prevent the City from being able to expend any funds until such time that a budget is adopted by the City Council.

A continuing resolution is temporary and will allow certain City operations to continue when a final operating budget has not yet been approved. The proposed resolution continues the level of funding from the prior year's appropriations for usual and customary expenditures to avoid any lapse in funding for critical City operations. However, the resolution can be amended to include changes from the prior year's budget that could alter the rate at which funds are utilized. As currently drafted, the resolution does not allow any capital expenditure not included in the fiscal year 2022-2023 budget.

If Council desires to authorize specific expenditures beyond those in the 2022-2023 budget, this may be done by giving staff direction, based upon a consensus of the Council, to amend the resolution to include such expenditures.

Financial Consideration (s):

Financial implications are unknown at this time.

Alternatives or Pros/Cons:

Pros:

- Temporary solution if the FY 2023-2024 operating budget is not approved.

Cons:

- Decreased services to the community.

Commission/Board Recommendation:

N/A.

Staff Recommendation:

Staff recommends approval of Resolution 2023-19, Authorizing a Continuing Budget Resolution to Commence on July 1, 2023 and to end on July 18, 2023, Pending the Adoption of a 2023-2024 Fiscal Year City Budget

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other

Review:

- ☐ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☐ City Manager
- ☐ Finance

Date:

6/23/2023
6/23/2023

RESOLUTION NO. 2023-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE
AUTHORIZING A CONTINUING BUDGET RESOLUTION TO COMMENCE ON
JULY 1, 2023 AND TO END ON JULY 18, 2023, PENDING THE ADOPTION OF A
2023-2024 FISCAL YEAR CITY BUDGET**

WHEREAS, the fiscal year for the City of Lemoore ends on June 30, 2023; and

WHEREAS, the City Council has not yet adopted a new budget for the fiscal year commencing July 1, 2023; and

WHEREAS, the City Council anticipates adopting a new budget for the City of Lemoore by July 18, 2023; and

WHEREAS, the City Council desires to authorize a continuation of usual and customary expenditures until such time as a new budget for the fiscal year 2023-2024 is adopted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lemoore as follows:

1. The City Manager is authorized to continue to expend the funds of the City, in a manner consistent with the expenses shown in the fiscal year 2022-2023 budget, until July 18, 2023, or until the Council adopts a budget for the fiscal year commencing July 1, 2023, whichever first occurs.

2. The City Manager shall not make any capital expenditures during this period which have not been previously authorized by the City Council, except in the event of a health or safety emergency.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Lemoore held on the 27th day of June, 2023, by the following vote:

PASSED AND ADOPTED by the City Council of the City of Lemoore at a special meeting held on the 27th day of June 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

ATTEST:

APPROVED:

Marisa Avalos
City Clerk

Patricia Matthews
Mayor



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Staff Report

Item No: 6-2

To: Lemoore City Council

From: Randon Reeder, Management Analyst

Date: June 19, 2023

Meeting Date: June 27, 2023

Subject: Resolution 2023-20 – Intention to Levy and Collect the Annual Assessments within Landscape and Lighting Maintenance District No. 1 (LLMD) Zones 1 through 13 and Resolution 2023-21 – Intention to Levy and Collect the Annual Assessments within Public Facilities Maintenance District No. 1 (PFMD) Zones 1 through 10

Strategic Initiative:

- | | |
|---------------------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input checked="" type="checkbox"/> Fiscally Sound Government | <input type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Preliminarily approve the Engineer's Report and adopt Resolution No. 2023-20, Intention to Levy and Collect the Annual Assessments for LLMD District 1 Zones 1, 3, 5, 6, 7, 8A, 8B, 9, 10, 11, 12 and 13 and Resolution No. 2023-21, Intention to Levy and Collect Annual Assessments for PFMD District 1 Zones 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10; setting a public hearing on July 18, 2023.

Subject/Discussion:

Each fiscal year the City is required to conduct an engineering study of the City's Landscape and Lighting Maintenance District (LLMD) and Public Maintenance Facilities Maintenance District (PFMD) in order to document the levy that is submitted to the County assessor each year for property tax collection.

The assessments differ from zone to zone due to the varying amounts of landscaping that is maintained and differing ratios between the amount of landscaping, lighting and other facilities, and the number of housing units responsible for the maintenance. The PFMD's also collect money for future road, lighting, and landscape rehabilitation projects.

No notable or substantial changes to the either the LLMD or PFMD Districts and/or the improvements to be maintained by the District have occurred since the adoption of the fiscal year 2020-2021 Annual Engineer's Report.

Staff is asking Council to preliminarily approve the reports on June 27th with the final adoption to follow the public hearing scheduled on July 18th.

Financial Consideration(s):

The proposed budgets will be listed in the Annual Report, and a budget amendment will be presented with adoption of the Engineer's reports to amend city budget to coincide with the reports.

Alternatives or Pros/Cons:

Pros:

- Ensures the ability for the city to levy assessments to fund improvements throughout the City.

Cons:

- Not all assessments for FY 2023-2024 will cover the costs for maintenance of each zone, which will result in either a decreased level of service or contributions from the general fund, particularly in reference to the LLMD's.

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Staff recommends preliminary approval of the Engineer's Report and adoption of Resolutions 2023-20 and 2023-21.

Attachments:

- ☒ Resolution: 2023-20 & 2023-21
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

Review:

- ☐ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☐ City Manger
- ☐ Finance

Date:

6/23/2023

6/23/2023

RESOLUTION NO. 2023-20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE
INTENTION TO LEVY AND COLLECT ANNUAL
ASSESSMENTS WITHIN LANDSCAPING AND LIGHTING MAINTENANCE
DISTRICT NO. 1 (LLMD) ZONES 1, 3, 5, 6, 7, 8a, 8b, 9, 10, 11, 12 AND 13
OF THE CITY OF LEMOORE**

At a Regular Meeting of the City Council of the City of Lemoore, it was moved, seconded, and carried that the following Resolution be adopted:

1. It is the intention of the Council to order the levy and collection of assessments under the Landscape and Lighting Act of 1972, Part Two of Division 15 of the Streets and Highways Code (beginning with Section 22500 and herein the “Act”), within Landscaping and Lighting Maintenance District No. 1, (“LLMD”), Zones 1, 3, 5, 6, 7, 8a, 8b, 9, 10, 11, 12, and 13 of the City of Lemoore for fiscal year 2021-2022.
2. The territories of LLMD Zones 1, 3, 5, 6, 7, 8a, 8b, 9, 10, 11, 12, and 13 are comprised of various territories generally located on the attached vicinity map which is the real property particularly, distinctly and specially benefited and to be assessed for the maintenance and operation of the landscaping, street lighting and appurtenant facilities of LLMD Zones 1, 3, 5, 6, 7, 8a, 8b, 9, 10, 11, 12, and 13, generally described in Exhibit A, attached hereto and by reference incorporated herein.
3. By Resolution No. 9613, adopted June 18, 1996, the Council ordered that Zone 1 and Zone 2 in the LLMD District be consolidated into a single Zone to be designated as Zone 1 (Westfield Park/Windsor Court/Cambridge Park).
4. By Resolution No. 2007-37, adopted September 18, 2007, the Council ordered that Zone 4 of the LLMD be dissolved. The boundaries of the LLMD shall no longer include the territory that was included within Zone 4 and commencing with fiscal year 2008-09, the lots and parcels within such territory shall no longer be subject to assessments under the LLMD or the Act.
5. By Resolution No. 2017-10, adopted May 2, 2017, the Council ordered that Zone 8 be divided into two sub-zones. As part of this approval, Zone 8a and 8b were established to address variations in the nature, location, and extent of the improvements that provide special benefits to the parcels in the Zone.
6. The City Engineer has prepared and filed with the Clerk of the City of Lemoore a report labeled Engineer’s Report of the City of Lemoore Landscaping and Lighting Maintenance District No. 1, dated May 23, 2022, to which reference is hereby made for a description of the existing improvements, the boundaries of the assessment district and the referenced zones therein, including the general nature, location and extent of the improvements, and the proposed assessment upon assessable lots and parcels of land within LLMD Zones 1, 3, 5, 6, 7, 8a, 8b, 9, 10, 11, 12 and 13. No substantial changes are proposed to be made in the existing improvements and no new improvements are proposed to LLMD Zones 1, 3, 5, 6, 7, 8a, 8b, 9,

10, 11, 12 and 13. The City Council intends to give final approval to the Engineer's Report at the conclusion of the public hearing described in paragraph 6, subject to changes, if any, ordered by the City Council during or upon the conclusion of the hearing.

7. Notice is hereby given that the 18th day of July, 2023 at the hour of 5:30 p.m., or as soon thereafter as possible, in the regular meeting place of the City Council, Council Chambers, 429 C Street, Lemoore, California, is hereby fixed as the time and place for public hearing when and where all interested persons may be heard regarding the question of levy and collection of the proposed assessments in LLMD Zones 1, 3, 5, 6, 7, 8a, 8b, 9, 10, 11, 12 and 13 for fiscal year 2023-2024. At the hearing, any interested person shall be permitted to present written or oral testimony.
8. The City Clerk is hereby authorized and directed to give notice of the public hearing by publication of this Resolution in accordance with subdivision (a) of the Streets and Highways Code Section 22626.
9. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Lemoore at a special meeting held on the 27th day of June 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

ATTEST:

APPROVED:

Marisa Avalos
City Clerk

Patricia Matthews
Mayor

RESOLUTION NO. 2023-21

A RESOLUTION OF INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS WITHIN PUBLIC FACILITIES MAINTENANCE DISTRICT NO. 1 (PFMD), ZONES 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 OF THE CITY OF LEMOORE

At a regular meeting of the City Council of the City of Lemoore, it was moved, seconded, and carried that the following Resolution be adopted:

1. It is the intention of the Council to order the levy and collection of assessments within Public Facilities Maintenance District No. 1 (“PFMD”), Zones 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of the City of Lemoore for fiscal year 2021-2022, under the authority of Chapter 10 of Title 7 of the Lemoore Municipal Code, as enacted by Ordinance No. 2006-01 (the “Ordinance”), and according to the procedures set forth in Proposition 218 Omnibus Implementation Act (Government Code Sections 53750-53753.5, inclusive) (the “Implementation Act”), Article XIII D of the California Constitution (“Proposition 218”) and, to the extent not inconsistent with the Ordinance, the procedures specified in the State Landscaping and Lighting Act of 1972 (Chapter 2 of Part 2 of Division 15 of the California Streets & Highways Code) (the “Landscaping & Lighting Act”).
2. The territories of PFMD Zones 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 are comprised of various territories generally located on the attached vicinity map which is the real property particularly, distinctly and specially benefited and to be assessed for the maintenance, repair, operation and periodic replacement of the facilities and improvements generally described in Exhibit A attached hereto and by reference incorporated herein.
3. By Resolution 2019-03, adopted February 5, 2019, the Council ordered the annexation and inclusion of Zone 9 to address the nature, location, and extent of the improvements that provide special benefits to the parcels in the Zone.
4. By Resolution 2019-44, adopted November 5, 2019, the Council ordered the annexation and inclusion of Zone 10 to address the nature, location, and extent of the improvements that provide special benefits to the parcels in the Zone.
5. Willdan Financial Services has prepared and filed with the Clerk of the City of Lemoore a report labeled Engineer’s Report of the City of Lemoore Public Facilities Maintenance District No. 1, dated May 23, 2022 to which reference is hereby made for a description of the existing improvements, the boundaries of the assessment district and the referenced zones therein, including the general nature, location and extent of the facilities and improvements, and the proposed assessment upon assessable lots and parcels of land within PFMD Zone 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10. No substantial changes are proposed to be made in the existing facilities and improvements and no new facilities or improvements are proposed. The City Council intends to give final approval to the Engineer’s Report at the conclusion of the public hearing described in paragraph 4, subject to changes, if any, ordered by the City Council during or upon the conclusion of the hearing.

6. Notice is hereby given that the 18th day of July, 2023 at the hour of 5:30 p.m., or as soon thereafter as possible, in the regular meeting place of the City Council, Council Chambers, 429 C Street, Lemoore, California, is hereby fixed as the time and place for public hearing when and where all interested persons may be heard regarding the question of levy and collection of the proposed assessments in PFMD Zones 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 for fiscal year 2021-2022. At the hearing, any interested person shall be permitted to present written or oral testimony.
7. The City Clerk is hereby authorized and directed to give notice of the public hearing by publication of this Resolution in accordance with subdivision (a) of the Streets and Highways Code Section 22626.
8. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Council of the City of Lemoore at a special meeting held on the 27th day of June 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

ATTEST:

APPROVED:

Marisa Avalos
City Clerk

Patricia Matthews
Mayor



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

To: Lemoore City Council

From: Marisa Avalos, City Clerk

Date: June 23, 2023

Meeting Date: June 27, 2023

Subject: Activity Update

Strategic Initiative:	<input type="checkbox"/> Safe & Vibrant Community	<input type="checkbox"/> Growing & Dynamic Economy
	<input checked="" type="checkbox"/> Fiscally Sound Government	<input type="checkbox"/> Operational Excellence
	<input type="checkbox"/> Community & Neighborhood Livability	<input type="checkbox"/> Not Applicable

Reports

➤ Warrant Register – FY 22/23

June 16, 2023

Warrant Register 06-16-2023

PEI
DATE: 06/16/2023
TIME: 15:10:38

CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4211 - CITY COUNCIL

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4320									
12/23	06/16/23	21		17717	7276 PATRICIA MATTHEW		44.00	.00	CAL CITIES POLICY COM
TOTAL						.00	44.00	.00	
TOTAL						.00	44.00	.00	

PEI
DATE: 06/16/2023
TIME: 15:10:38

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4213 - CITY MANAGER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220			OPERATING		SUPPLIES				
12/23	06/16/23	21		17723	7317 ODP BUSINESS SOL		58.97	.00	OFFICE SUPPLIES
12/23	06/16/23	21		17723	7317 ODP BUSINESS SOL		36.42	.00	OFFICE SUPPLIES
TOTAL			OPERATING		SUPPLIES	.00	95.39	.00	
4340			UTILITIES						
12/23	06/16/23	21		17740	6266 SPARKLETTS		29.04	.00	WATER DELIVERY SVC
12/23	06/16/23	21		17740	6266 SPARKLETTS		11.47	.00	WATER DELIVERY SVC
TOTAL			UTILITIES			.00	40.51	.00	
4360			TRAINING						
12/23	06/16/23	21		17724	T1356 NATHAN OLSON		308.62	.00	CAL CITIES POLICY COM
TOTAL			TRAINING			.00	308.62	.00	
TOTAL			CITY MANAGER			.00	444.52	.00	

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CITY OF LEMOORE
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ACCOUNTING PERIOD: 12/23

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4215 - FINANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
12/23	06/16/23	21	11629	-01 17744	7278 TYLER TECHNOLOGI		1,920.00	-1,920.00	APPLICATION SERVICES/ FEE
12/23	06/16/23	21		17742	5352 STERICYCLE, INC.		29.78	.00	SHRED SVC 03/09/2023
TOTAL						.00	1,949.78	-1,920.00	
4340									
12/23	06/16/23	21		17740	6266 SPARKLETTS		32.63	.00	WATER DELIVERY SVC
12/23	06/16/23	21		17740	6266 SPARKLETTS		13.24	.00	WATER DELIVERY SVC
TOTAL						.00	45.87	.00	
TOTAL						.00	1,995.65	-1,920.00	

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4216 - PLANNING

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	12/23	06/16/23	21	17723	7317 ODP BUSINESS SOL		58.97	.00	OFFICE SUPPLIES
TOTAL						.00	58.97	.00	
4310									
	12/23	06/16/23	21	12006 -01 17737	0876 QUAD KNOPF, INC.		2,575.00	-2,575.00	IMPACT FEE STUDY
	12/23	06/16/23	21	12007 -01 17737	0876 QUAD KNOPF, INC.		180.35	-180.35	TECHNICAL PLANNING SERVIC
	12/23	06/16/23	21	12007 -01 17737	0876 QUAD KNOPF, INC.		1,567.44	-1,567.44	TECHNICAL PLANNING SERVIC
	12/23	06/16/23	21	12007 -02 17737	0876 QUAD KNOPF, INC.		916.39	-916.39	TECHNICAL PLANNING SERVIC
	12/23	06/16/23	21	12007 -02 17737	0876 QUAD KNOPF, INC.		7,964.56	-7,964.56	TECHNICAL PLANNING SERVIC
	12/23	06/16/23	21	12053 -01 17737	0876 QUAD KNOPF, INC.		8,845.00	-8,845.00	SB2 PLANNING GRANT ACTIVI
TOTAL						.00	22,048.74	-22,048.74	
4340									
	12/23	06/16/23	21	17740	6266 SPARKLETTS		29.04	.00	WATER DELIVERY SVC
	12/23	06/16/23	21	17740	6266 SPARKLETTS		11.48	.00	WATER DELIVERY SVC
TOTAL						.00	40.52	.00	
TOTAL						.00	22,148.23	-22,048.74	

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4220 - MAINTENANCE DIVISION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4170									
12/23	06/16/23	21		17725	T2404 OSCAR CORONADO		200.00	.00	BOOT REIMBURSEMENT
TOTAL						.00	200.00	.00	
4220									
12/23	06/16/23	21 11970	-01	17747	1547 VERITIV OPERATIN		11.26	-11.26	JANITORIAL SUPPLIES
12/23	06/16/23	21 11970	-01	17747	1547 VERITIV OPERATIN		3,205.51	-3,205.51	JANITORIAL SUPPLIES
TOTAL						.00	3,216.77	-3,216.77	
4310									
12/23	06/16/23	21		17683	2653 ARAMARK UNIFORM		50.01	.00	UNIFORM SERVICES
12/23	06/16/23	21		17683	2653 ARAMARK UNIFORM		50.01	.00	UNIFORM SERVICES
12/23	06/16/23	21		17683	2653 ARAMARK UNIFORM		50.01	.00	UNIFORM SERVICES
12/23	06/16/23	21		17683	2653 ARAMARK UNIFORM		56.51	.00	UNIFORM SERVICES
12/23	06/16/23	21		17683	2653 ARAMARK UNIFORM		62.17	.00	UNIFORM SERVICES
12/23	06/16/23	21		17683	2653 ARAMARK UNIFORM		109.72	.00	UNIFORM SERVICES
12/23	06/16/23	21		17683	2653 ARAMARK UNIFORM		109.72	.00	UNIFORM SERVICES
12/23	06/16/23	21 11663	-01	17690	6459 CLEAN CUT LANDSC		14,980.10	-14,980.10	PARK MAINTENANCE
TOTAL						.00	15,468.25	-14,980.10	
4350									
12/23	06/16/23	21		17690	6459 CLEAN CUT LANDSC		208.75	.00	REPLACE POP UPS
12/23	06/16/23	21		17690	6459 CLEAN CUT LANDSC		209.00	.00	REPLACE PGP ROTOR HEA
12/23	06/16/23	21		17690	6459 CLEAN CUT LANDSC		219.25	.00	REPLACE POP UPS
12/23	06/16/23	21		17690	6459 CLEAN CUT LANDSC		286.50	.00	REPLACE POP UPS
TOTAL						.00	923.50	.00	
TOTAL						.00	19,808.52	-18,196.87	

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ACCOUNTING PERIOD: 12/23

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4221 - POLICE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
12/23	06/16/23	21		17688	T2109 VALERIE CAZARES		46.07	.00	REIM UNIFORM SUPPLIES
TOTAL						.00	46.07	.00	
4310									
12/23	06/16/23	21		17704	6825 HEALTHWISE SERVI		217.63	.00	38 GALLON RMW
TOTAL						.00	217.63	.00	
4340									
12/23	06/16/23	21		17695	6685 DIRECTV		110.25	.00	06/04/2023-07/03/2023
12/23	06/16/23	21		17684	5048 AT&T MOBILITY		1,158.26	.00	05/03/2023-06/02/2023
TOTAL						.00	1,268.51	.00	
4360									
12/23	06/16/23	21		17698	7093 BRIAN FERREIRA		247.00	.00	VLK E-COLLER COURSE
12/23	06/16/23	21		17718	T2240 STEVEN MCPHERSON		14.00	.00	STREET RACING SIDESHO
TOTAL						.00	261.00	.00	
TOTAL						.00	1,793.21	.00	

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4222 - FIRE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230									
	12/23	06/16/23	21	17712	0314 LEMOORE AUTO SUP		21.43	.00	PENETRATING OIL 110Z
TOTAL						.00	21.43	.00	
4310									
	12/23	06/16/23	21	17683	2653 ARAMARK UNIFORM		54.52	.00	UNIFORM SERVICES
	12/23	06/16/23	21	17683	2653 ARAMARK UNIFORM		54.52	.00	UNIFORM SERVICES
	12/23	06/16/23	21	17683	2653 ARAMARK UNIFORM		54.52	.00	UNIFORM SERVICES
	12/23	06/16/23	21	17683	2653 ARAMARK UNIFORM		128.26	.00	UNIFORM SERVICES
	12/23	06/16/23	21	17683	2653 ARAMARK UNIFORM		128.26	.00	UNIFORM SERVICES
TOTAL						.00	420.08	.00	
TOTAL						.00	441.51	.00	

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SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4224 - BUILDING INSPECTION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
12/23	06/16/23	21		17723	7317 ODP BUSINESS SOL		58.98	.00	OFFICE SUPPLIES
TOTAL						.00	58.98	.00	
4340									
12/23	06/16/23	21		17740	6266 SPARKLETTS		29.04	.00	WATER DELIVERY SVC
12/23	06/16/23	21		17740	6266 SPARKLETTS		11.48	.00	WATER DELIVERY SVC
TOTAL						.00	40.52	.00	
TOTAL						.00	99.50	.00	

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SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4230 - PUBLIC WORKS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
12/23	06/16/23	21		17723	7317 ODP BUSINESS SOL		58.97	.00	OFFICE SUPPLIES
TOTAL						.00	58.97	.00	
4310									
12/23	06/16/23	21 11643 -02		17748	6783 VIRTUAL PROJECT		500.00	-500.00	VPM MONTHLY MAINTENANCE F
TOTAL						.00	500.00	-500.00	
4340									
12/23	06/16/23	21		17740	6266 SPARKLETTS		29.03	.00	WATER DELIVERY SVC
12/23	06/16/23	21		17740	6266 SPARKLETTS		11.48	.00	WATER DELIVERY SVC
TOTAL						.00	40.51	.00	
TOTAL						.00	599.48	-500.00	

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ACCOUNTING PERIOD: 12/23

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4231 - STREETS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
	12/23	06/16/23	21	17727	0363 PG&E		61.07	.00	05/01/2023-05/30/2023
	12/23	06/16/23	21	17733	0363 PG&E		82.33	.00	04/25/2023-05/23/2023
	12/23	06/16/23	21	17732	0363 PG&E		35.45	.00	05/01/2023-05/30/2023
	12/23	06/16/23	21	17729	0363 PG&E		455.15	.00	04/25/2023-05/23/2023
	12/23	06/16/23	21	17730	0363 PG&E		8,991.54	.00	04/18/2023-05/16/2023
TOTAL						.00	9,625.54	.00	
TOTAL						.00	9,625.54	.00	

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SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4242 - RECREATION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
12/23	06/16/23	21		17721	7411 NAKOAH LEMASTER		62.00	.00	BBALL SCORE KEEPER
12/23	06/16/23	21		17700	7412 GABRIELLE AGUILA		80.00	.00	REFEREE BASKETBALL
12/23	06/16/23	21		17680	7384 ALEXANDER AVILA		80.00	.00	REFEREE T-BALL
12/23	06/16/23	21		17686	7381 BRAYDEN DOLAN		80.00	.00	REFEREE T-BALL
12/23	06/16/23	21		17696	7282 NOELIA A. ESPIN		93.00	.00	BBALL SCORE KEEPER
12/23	06/16/23	21		17681	6884 ANTHONY HERNANDE		120.00	.00	REFEREE T-BALL
12/23	06/16/23	21		17685	0040 LARRY AVILA		150.00	.00	REFEREE BASKETBALL
12/23	06/16/23	21		17694	7410 DESI WASHINGTON		150.00	.00	REFEREE BASKETBALL
12/23	06/16/23	21		17703	7383 GISELLE ALANA CU		155.00	.00	REFEREE BASKETBALL
12/23	06/16/23	21		17707	7385 ISAAC EVAN ALBAR		160.00	.00	REFEREE T-BALL
12/23	06/16/23	21		17693	7409 DAMIEN NICHOLSON		200.00	.00	REFEREE BASKETBALL
12/23	06/16/23	21		17719	7386 MICHAEL LEONARDO		40.00	.00	REFEREE T-BALL
12/23	06/16/23	21		17700	7412 GABRIELLE AGUILA		40.00	.00	REFEREE BASKETBALL
12/23	06/16/23	21		17709	5935 JOE JIMMEYE		250.00	.00	REFEREE BASKETBALL
TOTAL					PROFESSIONAL CONTRACT SVC	.00	1,660.00	.00	
TOTAL					RECREATION	.00	1,660.00	.00	
TOTAL					GENERAL FUND	.00	58,660.16	-42,665.61	

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SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 033 - LOCAL TRANSPORTATION FUND
BUDGET UNIT - 5035 - LOCAL ROAD & SAFETY PLAN

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
12/23	06/16/23	21	11939	-01 17720	7375 MINAGAR & ASSOCI		9,185.00	-9,185.00	LOCAL ROAD AND SAFETY PLA
TOTAL						.00	9,185.00	-9,185.00	
TOTAL						.00	9,185.00	-9,185.00	
TOTAL						.00	9,185.00	-9,185.00	

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SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 040 - FLEET MAINTENANCE
BUDGET UNIT - 4265 - FLEET MAINTENANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	12/23	06/16/23	21	17689	7205 CENCAL AUTO & TR		193.39	.00	EXTENSION HANDLE
TOTAL						.00	193.39	.00	
4230									
	12/23	06/16/23	21	17712	0314 LEMOORE AUTO SUP		43.33	.00	COUPLING
	12/23	06/16/23	21	17689	7205 CENCAL AUTO & TR		44.96	.00	LOCKNUT AND CP SCREW
	12/23	06/16/23	21	17712	0314 LEMOORE AUTO SUP		49.79	.00	COUPLING
	12/23	06/16/23	21	17689	7205 CENCAL AUTO & TR		51.78	.00	HORN AND SWITCH
	12/23	06/16/23	21	17722	6120 O'REILLY AUTO PA		54.08	.00	WATER PUMP AND GASKET
	12/23	06/16/23	21	17736	7220 PLAIN INSANE GRA		58.73	.00	CUSTOM DECAL
	12/23	06/16/23	21	17712	0314 LEMOORE AUTO SUP		66.75	.00	HYDRAULIC HOSE
	12/23	06/16/23	21	17712	0314 LEMOORE AUTO SUP		77.69	.00	WHEEL SEAL
	12/23	06/16/23	21	17689	7205 CENCAL AUTO & TR		85.77	.00	FLEETRANNER BELT
	12/23	06/16/23	21	17689	7205 CENCAL AUTO & TR		115.73	.00	WRONG VENDOR BILLED
	12/23	06/16/23	21	17712	0314 LEMOORE AUTO SUP		18.30	.00	DOOR STRIKER BOLT
	12/23	06/16/23	21	17712	0314 LEMOORE AUTO SUP		21.66	.00	COUPLING
	12/23	06/16/23	21	17689	7205 CENCAL AUTO & TR		22.51	.00	FITTING
	12/23	06/16/23	21	17689	7205 CENCAL AUTO & TR		29.47	.00	EXACT FIT FRONT CONVE
	12/23	06/16/23	21	17722	6120 O'REILLY AUTO PA		33.72	.00	TGATE HANDLE
	12/23	06/16/23	21	17722	6120 O'REILLY AUTO PA		39.33	.00	CAPSULE
	12/23	06/16/23	21	17712	0314 LEMOORE AUTO SUP		379.50	.00	HYDRAULIC HOSE-BULK
	12/23	06/16/23	21	17712	0314 LEMOORE AUTO SUP		405.71	.00	HYDRAULIC HOSE-BULK
	12/23	06/16/23	21	17689	7205 CENCAL AUTO & TR		-115.73	.00	WRONG VENDOR BILLED
	12/23	06/16/23	21	17712	0314 LEMOORE AUTO SUP		-24.89	.00	ORIG INV 295317
	12/23	06/16/23	21	17712	0314 LEMOORE AUTO SUP		1.96	.00	COUPLING
	12/23	06/16/23	21	17689	7205 CENCAL AUTO & TR		2.40	.00	STOPLIGHT
	12/23	06/16/23	21	17712	0314 LEMOORE AUTO SUP		3.43	.00	CAPSCREW
	12/23	06/16/23	21	17689	7205 CENCAL AUTO & TR		4.91	.00	LOCKNUT
	12/23	06/16/23	21	17689	7205 CENCAL AUTO & TR		7.61	.00	OIL
	12/23	06/16/23	21	17689	7205 CENCAL AUTO & TR		7.61	.00	OIL FIL
	12/23	06/16/23	21	17689	7205 CENCAL AUTO & TR		8.75	.00	PIGTAIL
	12/23	06/16/23	21	17689	7205 CENCAL AUTO & TR		9.33	.00	LAMP
	12/23	06/16/23	21	17689	7205 CENCAL AUTO & TR		11.20	.00	EXTENSION
	12/23	06/16/23	21	17712	0314 LEMOORE AUTO SUP		13.94	.00	CAPSCREW
	12/23	06/16/23	21	17689	7205 CENCAL AUTO & TR		17.91	.00	GASKET
TOTAL						.00	1,547.24	.00	
4310									
	12/23	06/16/23	21	17683	2653 ARAMARK UNIFORM		55.64	.00	UNIFORM SERVICES
	12/23	06/16/23	21	17683	2653 ARAMARK UNIFORM		55.64	.00	UNIFORM SERVICES
	12/23	06/16/23	21	17683	2653 ARAMARK UNIFORM		55.64	.00	UNIFORM SERVICES
	12/23	06/16/23	21	17683	2653 ARAMARK UNIFORM		64.64	.00	UNIFORM SERVICES
	12/23	06/16/23	21	17683	2653 ARAMARK UNIFORM		112.69	.00	UNIFORM SERVICES
TOTAL						.00	344.25	.00	
4350									

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SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 040 - FLEET MAINTENANCE
BUDGET UNIT - 4265 - FLEET MAINTENANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4350									
12/23	06/16/23	21		17712	0314 LEMOORE AUTO SUP		45.00	.00	PRESS BRGS. ETC
TOTAL						.00	45.00	.00	
TOTAL						.00	2,129.88	.00	
TOTAL						.00	2,129.88	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623
ACCOUNTING PERIOD: 12/23

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	12/23	06/16/23	21	17712	0314 LEMOORE AUTO SUP		72.89	.00	WD-40
	12/23	06/16/23	21	17726	7301 PACE SUPPLY CORP		88.15	.00	SERVICE CHARGES
TOTAL						.00	161.04	.00	
4220CH									
	12/23	06/16/23	21	11591 -02 17746	6058 UNIVAR		1,742.36	-1,742.36	SODIUM HYPOCHLORITE-CHLOR
	12/23	06/16/23	21	11591 -02 17746	6058 UNIVAR		2,148.91	-2,148.91	SODIUM HYPOCHLORITE-CHLOR
	12/23	06/16/23	21	11591 -02 17746	6058 UNIVAR		2,903.94	-2,903.94	SODIUM HYPOCHLORITE-CHLOR
	12/23	06/16/23	21	11591 -02 17746	6058 UNIVAR		3,164.41	-3,164.41	SODIUM HYPOCHLORITE-CHLOR
	12/23	06/16/23	21	11591 -02 17746	6058 UNIVAR		3,484.73	-3,484.73	SODIUM HYPOCHLORITE-CHLOR
	12/23	06/16/23	21	11591 -02 17746	6058 UNIVAR		3,616.47	-3,616.47	SODIUM HYPOCHLORITE-CHLOR
TOTAL						.00	17,060.82	-17,060.82	
4230									
	12/23	06/16/23	21	17712	0314 LEMOORE AUTO SUP		40.41	.00	CAPSCREW,HEX NUT
	12/23	06/16/23	21	17712	0314 LEMOORE AUTO SUP		12.61	.00	CAPSCREW,HEX NUT
	12/23	06/16/23	21	17697	5866 FASTENAL COMPANY		12.81	.00	5/8" MEDSPLIT
	12/23	06/16/23	21	17701	2410 GAR BENNETT, LLC		14.76	.00	PIPE WRAP
TOTAL						.00	80.59	.00	
4310									
	12/23	06/16/23	21	11588 -01 17687	1397 BSK ANALYTICAL L		106.00	-106.00	WATER TREATMENT LABS AND
	12/23	06/16/23	21	11588 -01 17687	1397 BSK ANALYTICAL L		202.00	-202.00	WATER TREATMENT LABS AND
	12/23	06/16/23	21	11588 -01 17687	1397 BSK ANALYTICAL L		202.00	-202.00	WATER TREATMENT LABS AND
	12/23	06/16/23	21	11588 -01 17687	1397 BSK ANALYTICAL L		202.00	-202.00	WATER TREATMENT LABS AND
	12/23	06/16/23	21	11588 -01 17687	1397 BSK ANALYTICAL L		202.00	-202.00	WATER TREATMENT LABS AND
	12/23	06/16/23	21	11588 -01 17687	1397 BSK ANALYTICAL L		202.00	-202.00	WATER TREATMENT LABS AND
	12/23	06/16/23	21	11588 -01 17687	1397 BSK ANALYTICAL L		202.00	-202.00	WATER TREATMENT LABS AND
	12/23	06/16/23	21	11588 -01 17687	1397 BSK ANALYTICAL L		282.00	-282.00	WATER TREATMENT LABS AND
	12/23	06/16/23	21	11588 -01 17687	1397 BSK ANALYTICAL L		282.00	-245.99	WATER TREATMENT LABS AND
	12/23	06/16/23	21	11588 -01 17687	1397 BSK ANALYTICAL L		282.00	.00	WATER TREATMENT LABS AND
	12/23	06/16/23	21	11588 -01 17687	1397 BSK ANALYTICAL L		282.00	.00	WATER TREATMENT LABS AND
	12/23	06/16/23	21	11588 -01 17687	1397 BSK ANALYTICAL L		350.00	.00	WATER TREATMENT LABS AND
	12/23	06/16/23	21	11588 -01 17687	1397 BSK ANALYTICAL L		486.00	.00	WATER TREATMENT LABS AND
	12/23	06/16/23	21	11588 -01 17687	1397 BSK ANALYTICAL L		746.00	.00	WATER TREATMENT LABS AND
	12/23	06/16/23	21	17679	2914 AAA QUALITY SERV		81.22	.00	POTTY RENTAL WHEEL
	12/23	06/16/23	21	11851 -01 17711	6795 LABOR TIME		330.79	-330.79	LABOR TIME ORIGNAL LINE
	12/23	06/16/23	21	11851 -02 17711	6795 LABOR TIME		4,222.85	-4,222.85	LABOR TIME EXTENSION (ADD
TOTAL						.00	8,460.86	-6,197.63	
4320									
	12/23	06/16/23	21	17716	4051 MATSON ALARM CO.		49.50	.00	MONTH LEASE JUNE 2023
TOTAL						.00	49.50	.00	
4340									
	12/23	06/16/23	21	17740	6266 SPARKLETTS		113.84	.00	WATER DELIVERY SVC
	12/23	06/16/23	21	17740	6266 SPARKLETTS		180.79	.00	WATER DELIVERY SVC

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PEI - FUND ACCOUNTING

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 16
AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340					(cont'd)				
12/23	06/16/23	21		17692	4056 COMCAST		209.30	.00	05/25/2023-06/24/2023
12/23	06/16/23	21		17735	6627 PG&E NON ENERGY		1,917.31	.00	APRIL 2023
12/23	06/16/23	21		17728	0363 PG&E		17,164.56	.00	04/24/202-05/22/2023
TOTAL		UTILITIES				.00	19,585.80	.00	
TOTAL		WATER				.00	45,398.61	-23,258.45	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 050 - WATER
BUDGET UNIT - 4251 - UTILITY OFFICE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
12/23	06/16/23	21		17742	5352 STERICYCLE, INC.		29.78	.00	SHRED SVC 03/09/2023
TOTAL						.00	29.78	.00	
4340									
12/23	06/16/23	21		17740	6266 SPARKLETTS		32.63	.00	WATER DELIVERY SVC
12/23	06/16/23	21		17740	6266 SPARKLETTS		13.23	.00	WATER DELIVERY SVC
TOTAL						.00	45.86	.00	
TOTAL					UTILITY OFFICE	.00	75.64	.00	
TOTAL					WATER	.00	45,474.25	-23,258.45	

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EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 052 - WATER INCIDENT FUND
BUDGET UNIT - 4752 - WATER INCIDENT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
12/23	06/16/23	21	12024	-01 17741	7039 SPIESS CONSTRUCT		57,842.30	-57,842.30	EMERGENCY TANK REBUILD
12/23	06/16/23	21	12024	-02 17741	7039 SPIESS CONSTRUCT		20,953.15	-20,953.15	INCREASE PO
TOTAL						.00	78,795.45	-78,795.45	
TOTAL									
TOTAL						.00	78,795.45	-78,795.45	
TOTAL						.00	78,795.45	-78,795.45	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	12/23	06/16/23	21	17712	0314 LEMOORE AUTO SUP		79.15	.00	GREASE,FLAT WASHER
TOTAL						.00	79.15	.00	
4230									
	12/23	06/16/23	21	17699	7339 FURTADO WELDING		163.21	.00	WIRE
TOTAL						.00	163.21	.00	
4310									
	12/23	06/16/23	21	17683	2653 ARAMARK UNIFORM		82.34	.00	UNIFORM SERVICES
	12/23	06/16/23	21	17683	2653 ARAMARK UNIFORM		83.84	.00	UNIFORM SERVICES
	12/23	06/16/23	21	17683	2653 ARAMARK UNIFORM		89.84	.00	UNIFORM SERVICES
	12/23	06/16/23	21	17683	2653 ARAMARK UNIFORM		110.34	.00	UNIFORM SERVICES
	12/23	06/16/23	21	17683	2653 ARAMARK UNIFORM		153.67	.00	UNIFORM SERVICES
TOTAL						.00	520.03	.00	
TOTAL					REFUSE	.00	762.39	.00	
TOTAL					REFUSE	.00	762.39	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623
ACCOUNTING PERIOD: 12/23

FUND - 060 - SEWER& STORM WTR DRAINAGE
BUDGET UNIT - 4260 - SEWER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220	OPERATING SUPPLIES								
12/23	06/16/23	21	11572	-01 17743	2072 THATCHER COMPANY		-209.85	209.85	WWTP GAS CHLORINE
12/23	06/16/23	21	11572	-01 17743	2072 THATCHER COMPANY		-209.85	209.85	WWTP GAS CHLORINE
12/23	06/16/23	21	11572	-01 17743	2072 THATCHER COMPANY		-139.90	139.90	WWTP GAS CHLORINE
12/23	06/16/23	21	11572	-01 17743	2072 THATCHER COMPANY		-139.90	139.90	WWTP GAS CHLORINE
12/23	06/16/23	21	11572	-01 17743	2072 THATCHER COMPANY		587.30	-587.30	WWTP GAS CHLORINE
12/23	06/16/23	21	11572	-01 17743	2072 THATCHER COMPANY		592.76	-592.76	WWTP GAS CHLORINE
12/23	06/16/23	21	11572	-01 17743	2072 THATCHER COMPANY		850.83	-850.83	WWTP GAS CHLORINE
12/23	06/16/23	21	11572	-01 17743	2072 THATCHER COMPANY		850.83	-850.83	WWTP GAS CHLORINE
12/23	06/16/23	21	11572	-01 17743	2072 THATCHER COMPANY		859.42	-859.42	WWTP GAS CHLORINE
12/23	06/16/23	21	11572	-02 17743	2072 THATCHER COMPANY		-2,790.15	2,790.15	INCREASE LINE
12/23	06/16/23	21	11572	-02 17743	2072 THATCHER COMPANY		-2,790.15	2,790.15	INCREASE LINE
12/23	06/16/23	21	11572	-02 17743	2072 THATCHER COMPANY		-2,790.15	2,790.15	INCREASE LINE
12/23	06/16/23	21	11572	-02 17743	2072 THATCHER COMPANY		-1,860.10	1,860.10	INCREASE LINE
12/23	06/16/23	21	11572	-02 17743	2072 THATCHER COMPANY		-1,860.10	1,860.10	INCREASE LINE
12/23	06/16/23	21	11572	-02 17743	2072 THATCHER COMPANY		7,808.55	-7,808.55	INCREASE LINE
12/23	06/16/23	21	11572	-02 17743	2072 THATCHER COMPANY		7,881.27	-7,881.27	INCREASE LINE
12/23	06/16/23	21	11572	-02 17743	2072 THATCHER COMPANY		11,312.45	-11,312.45	INCREASE LINE
12/23	06/16/23	21	11572	-02 17743	2072 THATCHER COMPANY		11,312.45	-11,312.45	INCREASE LINE
12/23	06/16/23	21	11572	-02 17743	2072 THATCHER COMPANY		11,426.65	-11,426.65	INCREASE LINE
12/23	06/16/23	21	11576	-01 17745	6049 UNISAFE, INC.		514.33	-514.33	PPE GLOVES
12/23	06/16/23	21		17699	7339 FURTADO WELDING		53.63	.00	GLOVES
12/23	06/16/23	21		17689	7205 CENCAL AUTO & TR		59.18	.00	PLIERS, WRENCH
12/23	06/16/23	21		17689	7205 CENCAL AUTO & TR		69.85	.00	RATCHET TIE DOWN
12/23	06/16/23	21		17699	7339 FURTADO WELDING		130.85	.00	SAFETY VEST, GLOVES
12/23	06/16/23	21		17689	7205 CENCAL AUTO & TR		19.28	.00	AIKEN PURPLE POWER 1G
12/23	06/16/23	21		17702	0068 GARY V. BURROWS,		265.45	.00	RANDO HD 46
12/23	06/16/23	21		17697	5866 FASTENAL COMPANY		280.78	.00	XL GLOVES
12/23	06/16/23	21	11572	-01 17743	2072 THATCHER COMPANY		-209.85	209.85	WWTP GAS CHLORINE
12/23	06/16/23	21		17689	7205 CENCAL AUTO & TR		10.18	.00	PUR PWR CAR WASH GAL
TOTAL	OPERATING SUPPLIES					.00	41,886.04	-40,996.84	
4230	REPAIR/MAINT SUPPLIES								
12/23	06/16/23	21		17689	7205 CENCAL AUTO & TR		40.79	.00	VENT CLIP, O RING
TOTAL	REPAIR/MAINT SUPPLIES					.00	40.79	.00	
4310	PROFESSIONAL CONTRACT SVC								
12/23	06/16/23	21	11584	-01 17683	2653 ARAMARK UNIFORM		56.48	-56.48	UNIFORM SERVICES
12/23	06/16/23	21	11584	-01 17683	2653 ARAMARK UNIFORM		75.75	-75.75	UNIFORM SERVICES
12/23	06/16/23	21	11584	-01 17683	2653 ARAMARK UNIFORM		174.58	-174.58	UNIFORM SERVICES
12/23	06/16/23	21	11584	-01 17683	2653 ARAMARK UNIFORM		185.47	-185.47	UNIFORM SERVICES
12/23	06/16/23	21	11584	-01 17683	2653 ARAMARK UNIFORM		261.32	-261.32	UNIFORM SERVICES
TOTAL	PROFESSIONAL CONTRACT SVC					.00	753.60	-753.60	
4340	UTILITIES								
12/23	06/16/23	21		17734	0363 PG&E		23.82	.00	04/19/2023-05/17/2023
12/23	06/16/23	21		17740	6266 SPARKLETTS		25.48	.00	WATER DELIVERY SVC

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 060 - SEWER& STORM WTR DRAINAGE
BUDGET UNIT - 4260 - SEWER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
					(cont'd)				
12/23	06/16/23	21		17731	0363 PG&E		11,695.32	.00	04/20/2023-05/18/2023
TOTAL						.00	11,744.62	.00	
4360									
12/23	06/16/23	21	12055	-02 17691	7343 CODE 3 PROTECTIV		1,125.00	-1,125.00	CONFINED SPACE TRAINING
TOTAL						.00	1,125.00	-1,125.00	
TOTAL					SEWER	.00	55,550.05	-42,875.44	
TOTAL					SEWER& STORM WTR DRAINAGE	.00	55,550.05	-42,875.44	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 085 - PBIA
BUDGET UNIT - 4270 - PBIA

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
12/23	06/16/23	21		17713	0298 LEMOORE CHAMBER		2,000.00	.00	ROCKING THE ARBOR EVE
TOTAL						.00	2,000.00	.00	
TOTAL						.00	2,000.00	.00	
TOTAL						.00	2,000.00	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 23
AUDIT11

SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.fund between '001' and '300' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 155 - HOUSING AUTHORITY FUND
BUDGET UNIT - 4953 - HOUSING AUTHORITY FUNDS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
12/23	06/16/23	21	11603	-01 17739	4054 SELF-HELP ENTERP		645.25	-645.25	LOAN PORTFOLIO MANAGEMENT
12/23	06/16/23	21	11603	-01 17739	4054 SELF-HELP ENTERP		652.50	-652.50	LOAN PORTFOLIO MANAGEMENT
12/23	06/16/23	21	11603	-01 17739	4054 SELF-HELP ENTERP		673.43	-673.43	LOAN PORTFOLIO MANAGEMENT
TOTAL					PROFESSIONAL CONTRACT SVC	.00	1,971.18	-1,971.18	
TOTAL					HOUSING AUTHORITY FUNDS	.00	1,971.18	-1,971.18	
TOTAL					HOUSING AUTHORITY FUND	.00	1,971.18	-1,971.18	
TOTAL					REPORT	.00	254,528.36	-198,751.13	

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CITY OF LEMOORE
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='23' and transact.period='12' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020							
12/23	06/16/23	21	17705	T3338 HEATHER GARCIA		100.00	REFUND APP. FIREWORKS
TOTAL					.00	100.00	
2315							
12/23	06/16/23	21	17705	T3338 HEATHER GARCIA	100.00		REFUND APP. FIREWORKS
TOTAL					100.00	.00	
TOTAL				GENERAL FUND	100.00	100.00	

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CITY OF LEMOORE
GENERAL LEDGER TRANSACTION ANALYSIS

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AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='23' and transact.period='12' and transact.batch='MJ061623'
ACCOUNTING PERIOD: 12/23

FUND - 120 - FACILITIES RENTAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020							
12/23	06/16/23	21	17738	T3340 ROSA RODRIGUEZ		250.00	REFUND VETS HALL DEPO
12/23	06/16/23	21	17706	T3338 HEATHER GARCIA		300.00	REFUND FOR KINGS LION
TOTAL				ACCOUNTS PAYABLE	.00	550.00	
2300							
12/23	06/16/23	21	17738	T3340 ROSA RODRIGUEZ	250.00		REFUND VETS HALL DEPO
12/23	06/16/23	21	17706	T3338 HEATHER GARCIA	300.00		REFUND FOR KINGS LION
TOTAL				CUSTOMER DEPOSITS	550.00	.00	
TOTAL				FACILITIES RENTAL FUND	550.00	550.00	
TOTAL REPORT					650.00	650.00	

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CITY OF LEMOORE
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='12' and transact.account between '3000' and '3999' and transact.batch='MJ0
ACCOUNTING PERIOD: 12/23

FUND - 001 - GENERAL FUND
BUDGET UNIT - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
3029	BUSINESS LICENSE						
12/23	06/16/23	210	17705	T3338 HEATHER GARCIA		-50.00	REFUND APP. FIREWORKS
TOTAL	BUSINESS LICENSE				.00	-50.00	.00
3880	MISCELLANEOUS						
12/23	06/16/23	210	17708	T3339 JAN CRUZ		-250.00	REFUND CIVIC AUDI DEP
TOTAL	MISCELLANEOUS				.00	-250.00	.00
TOTAL	GENERAL FUND				.00	-300.00	.00
TOTAL	GENERAL FUND				.00	-300.00	.00
TOTAL REPORT					.00	-300.00	.00